

# MOUNTING STRUCTURE WARRANTY FOR KENO PHOTOVOLTAIC SYSTEMS

## ATTENTION!

### KENO Sp. z o.o.

609 Daszyńskiego Street  
44-151 Gliwice, POLAND  
NIP 6312671983  
BDO: 00006820

### WAREHOUSE

15 Gustaw Eiffel Street  
44-109 Gliwice, POLAND

☎ +48 32 230 25 71  
✉ [biuro@keno-energy.com](mailto:biuro@keno-energy.com)  
🌐 [www.keno-energy.com](http://www.keno-energy.com)

Only complete mounting systems are subject to warranty and are certified by TÜV Thuringen. Mounting systems that use non-dedicated components are not covered by the manufacturer's warranty, and the manufacturer is not liable for damages related to improper mounting. Exceptions are additional elements that complement the overall structure included in the installation instructions, such as blocks used as ballast.

## § 1

1. KENO Sp. z o. o. with its registered office in Gliwice, ul. Daszyńskiego 609, 44-151 Gliwice, entered in the register of entrepreneurs in the District Court in Gliwice, 10th Commercial Department of the National Court Register under KRS (National Court Register) number: 0000688578, NIP (VAT No.): PL6312671983, REGON (Business Registry No.): 367870863 gives warranty for the mounting structure for photovoltaic systems.

Required data for warranty		Standard warranty period
Details of the mounting company (VAT No., name, address)		10 years
KENO invoice number		
Installation power		
Type of structure used		
Modules used		
The exact address of the investment (City, street, building no.)		
Completion date of the installation		
Photo documentation of the installed structure (minimum 2 photos from two diagonals)		

2. The warranty is provided to the buyer. The buyer should be considered the entity that purchased the mounting structure for photovoltaic systems directly from the Warrantor.

## § 2

1. The installer mounting the system declares that the structure has been mounted in accordance with the mounting instructions and mounting guidelines specified by the manufacturer and in accordance with the indications of technical knowledge, as well as construction techniques. The installer of the system may only be an entity that has the status of an authorized service partner of KENO Sp. z o.o. An authorized service partner is considered to be an authorized service technician of KENO Sp. z o. o. or an installer who is authorized to perform the installation of PV structures in accordance with the requirements for the country.

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## § 3

1. The basic warranty period for the mounting structure for KENO photovoltaic systems is 10 years from the date of completion of the structure's mounting. Warranty coverage is valid in the European Union, the United Kingdom and Norway, excluding the islands.

## § 4

1. Purchaser of mounting structures for photovoltaic systems located in corrosion zone up to C5M for mounting structure parts made of stainless steel, varnished aluminium or steel structures covered with an anti-corrosion coating (containing the elements: Mg, Zn and Al), and C4 for all other components inclusive, according to EN ISO 12944-2 may guarantee protection for all components of the mounting structure.

## § 5

1. The warranty includes:
  - a) corrosion resistance of metal components,
  - b) strength of the structure against snow, wind and dead weight loads as prescribed in EN 1990, EN-1991-1-1, EN 1991-1-3 and EN 1991-1-4.

## § 6

1. During the warranty period specified in § 3, the holder of the warranty has the right to free removal of defects inherent in the mounting structure caused by the fault of the manufacturer or as a result of the use of materials that proved to be defective or of insufficient quality during the production process. This provision excludes the holder of the warranty from asserting any other collateral claims, in particular, claims related to the assertion of compensation or damages for injury or damage resulting from the malfunction of the structure or its failure.

## § 7

1. The Warrantor declares that in case of inability to remove defects inherent in the design to photovoltaic systems, it will provide a new non-defective component of the system or, if it is impossible to replace the defective component, it will refund its equivalent.

## 1. The following are required for the warranty coverage:

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- a) The mounting structure was installed by personnel meeting the requirements set forth in § 2,
- b) The mounting structure was installed in accordance with the manufacturer's recommendations specified in the mounting instructions and mounting guidelines,
- c) Defects, faults and irregularities in the operation of the mounting system shall be reported immediately, but no later than 72 hours counted from the time of detection,
- d) All components of the photovoltaic system design were purchased from the distribution of KENO Sp z o.o. and have not been replaced by components from other manufacturers,
- e) The original components from the distribution of KENO Sp. z o.o. used for the mounting have not been altered or modified without the knowledge of the Warrantor.

**§ 9**

## 1. Warranty coverage does not apply in the following situations:

- a) Damage occurred as a result of inadequate transportation or storage of structural components,
- b) Inappropriate components were used for the mounting of the mounting structure for photovoltaic systems, in particular, not from the distribution of KENO Sp. z o.o. or components not dedicated to this type of work,
- c) The mounting structure was installed or operated in a manner inconsistent with the installation instructions,
- d) Damage to the structure was caused by external mechanical forces,
- e) The anti-corrosion coating on the product was mechanically damaged,
- f) The dismantling of the structure took place without the knowledge of the warrantor and in a manner contrary to technical knowledge,
- g) Detected product defects were not reported promptly,
- h) Installation of the structure was carried out despite visible damage to system components,
- i) Changes have been made to the product that are not included in the manufacturer's technical documentation, or installation has been carried out using components not included by the manufacturer. The Warrantor allows modifications to the assembly structure, to which it has given its consent,
- j) The product was exposed to external factors that caused the maximum strength of the mounting structure to be exceeded,
- k) Damage to the product occurred due to force majeure,
- l) The product in question was installed in an environment that does not meet the requirements of § 4 according to EN ISO 12944-2,
- m) The product has been treated mechanically.

## § 10

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1. If you find a defect or damage to the mounting structure, you should inform the Warrantor about it. The claim should be sent via the sales platform <https://b2b.keno-energy.com>. A correctly completed claim application is considered to be an application that contains:
  - a) Details of the claimant,
  - b) Description of the spotted defect with the address where the structure was installed,
  - c) Attached photographs illustrating the defect.,
  - d) Attached scan or original of KENO Sp. z o.o. certificate or authorization number according to § 2

## § 11

1. The guarantor Warrantor the right to request information other than that indicated above, if it is necessary to process the claim. Failure to comply with the warrantor's requests to provide further information within 7 days will result in rejection of the claim.
2. If the warranty claim is accepted and a defect is found, the Warrantor will replace the defective item with a new one free of defects.

## § 12

1. The Warrantor declares that the fulfillment of warranty obligations will take place, within 14 working days counted from the day of receipt of a correctly completed claim notification. The Warrantor allows for the possibility of extending the deadline specified in this paragraph in cases of particularly complex complaints or in situations where it is necessary to wait for replacement parts.

## § 13

1. KENO Sp. z o.o. shall not be liable to the buyer if the inability to perform obligations under this warranty arose due to the occurrence of force majeure, by which is meant a sudden event, independent of the will of the warrantor and impossible to avoid. In particular, force majeure should be understood as war, natural disasters such as violent storms, cyclones, earthquakes, floods, blizzards and snowstorms, epidemics, fires, boycotts, blockades, embargoes.

## § 14

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1. If any provision, or any part of any provision of this Warranty proves to be invalid, illegal or otherwise unenforceable, that provision or part of a provision shall not affect the validity and enforceability of the remaining provisions of the Warranty.

## § 15

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1. Any disputes that may arise from the application of the provisions of this Warranty shall be settled by a common court having jurisdiction over the Warrantor's registered office.
2. The law applicable to the performance of the provisions of this Warranty shall be the law of Poland.
3. In the event of any discrepancies in interpretation as to the different language versions of the Warranty document, the version drawn up in the Polish language shall be considered binding.