

## § 1 BASIC PRINCIPLES AND GENERAL INFORMATION

voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG provides its specialist dealers/specialist customers (Customer) a software (iFIX Tool) for the technical design of assembly systems for photovoltaic systems on flat roofs offered by voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG under the iFIX brand.

These General Terms and Conditions of Use (“GTCU”), which the Customer agrees to upon establishing a user account and using the software, apply exclusively for the use of the iFIX software by the Customer.

## § 2 TECHNICAL REQUIREMENTS AND NOTES

Correct use of the iFIX software requires specialist knowledge in the assembly of photovoltaic systems, especially ballasted flat roof systems and relevant knowledge of building technology and construction.

The Customer must correctly calculate and enter the data requested during project planning. Wind and snow loads, terrain category, etc. must be verified.

The project parameters must match the conditions on site exactly. This is the responsibility of the Customer. In doubt, technically qualified specialists must be consulted.

Compliance with national and local building codes, norms, and regulations for environmental protection is imperative.

The technical data sheet and the assembly instructions must be observed during project planning and the subsequent project implementation. These can be downloaded from voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG at [www.voestalpine.com/ifix](http://www.voestalpine.com/ifix).

voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG expressly states that not all special construction-related exceptions (specific constraints such as, e.g., adjoining buildings, certain terrain features, roof structures) can be recorded in the software. For that reason, the results displayed must be evaluated for plausibility by the Customer or by a specialist familiar with the area. In this respect, the iFIX Tool facilitates a preliminary initial assessment. The Customer is responsible for the final assessment. Liability claims based on the calculation results are excluded.

The structure of the building is not a component of the calculation. The Customer (incl. written confirmation by a structural engineer/specialist) is solely responsible for the roof upon which the system is to be installed. In cases of doubt, a structural engineer is to be consulted to determine loads and how they are transferred. Here it must be noted in particular that the PV system creates concentrated loads that must be carried by the building and its roof.

The distributed loads created by the PV system must be carried by the roofing film and insulation. Prior to starting assembly, the pressure resistance of the roofing film and insulation is to be inspected on site. Here, too, voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG advises the Customer to obtain approval from the supplier of the roofing insulation and roofing film.

Module statics are also not a component of the calculation, though it requires on-site evaluation of their applicability based on data sheets from the module manufacturer or in an on-site consultation with the module manufacturer.

If local conditions such as, e.g., unexpected disruptive areas, change the distribution of modules on the roof, the static calculation must be recreated. The design and planning of the iFIX system must be completed with the software (Solar.Pro.Tool).

Photovoltaic installations for flat roofs are not maintenance-free. Maintenance should be conducted annually especially for the correct position of the ballast stones and the structural protection mats. This is a recommendation; depending on the project, shorter maintenance intervals may be necessary and assessing this is the responsibility of the Customer. Following severe high-wind events, we recommend that maintenance is conducted directly after the storm.

In light of the wide range of roofing materials and products, we recommend that the buyer/installer/contractor clarifies the compatibility of the structural protection mat with the roof panels for each specific project and/or obtains approval from the manufacturer of the membrane.

The friction coefficient of the photovoltaic substructure on the roof surface plays a significant role in determining the ballast. It is imperative that the friction coefficient is entered in accordance with the local conditions (concrete roof surface, wet-dry, worst case counts). If the calculation is carried out using the values from voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG, then this is only based on experiential values from other projects or from test series carried out, which must absolutely be double-checked on site. In case of deviations, the calculation must be corrected and the ballast adjusted.

### § 3 NORMS AND VALIDITY

Calculations are based on the Eurocode and the respectively valid Annexes and on wind appraisals of Wacker Ingenieure GmbH, Wind Engineering Consultant, Gewerbestraße 2, 75217 Birkenfeld.

We aim to ensure that the Eurocodes are current by providing updates. However, we note that it is the Customer's responsibility to review the validity in individual cases as processing and integrating changes can result in a time delay.

### § 4 USE RIGHTS AND CONDITIONS OF SUBSEQUENT USE

We prohibit implementing changes to the results (including article list)—unless such changes can be introduced through the software.

Removal or replacement of the logo from the results report is not permitted.

When sharing the results report and/or results and depictions with third parties, a source indication of [www.voestalpine.com/ifix](http://www.voestalpine.com/ifix) shall always be provided. Furthermore, the indication shall state that you, as the Customer, assume responsibility for implementing the results and, in this respect, release the results.

## § 5 DATA PROTECTION, CONTROL RIGHT, AND USER ACCOUNT

All user actions may be recorded and evaluated by us for the purposes of data security, verifiability, and for the design of an offer. We store and evaluate in anonymized form all non-personal information requested in the software about the project to be calculated. In particular, this occurs for the purposes of product development and product optimization. Stored data is not disclosed to third parties.

In the event of reasonable grounds for suspicion that a user has violated these GTCU, we reserve the right to suspend the corresponding user account.

The provision of user accounts shall continue for an indefinite period. However, the Customer is not entitled to retention or continued use of the software. The user account can be terminated by the Customer or by us at any time with a two-week notice to the end of a calendar month.

The right of contractual parties to terminate the agreement for cause without notice shall remain unaffected.

## § 6 EXCLUSION OF LIABILITY

voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG shall not be liable for any damage resulting from non-compliance with the contents, the data sheet, or the assembly instructions in this GTCU, particularly with regard to the safety instructions included, or for any improper use of the product. The latest GTCs and the warranty terms provided at [www.voestalpine.com/ifix](http://www.voestalpine.com/ifix) also apply.

Subject to the provisions in Section 2 of these GTCU, the following also applies: In the event of a negligent breach of significant contractual obligations or “cardinal obligations,” the liability of voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG is limited to typical foreseeable damages at the time the contract was entered into. Significant contractual obligations (cardinal obligations) are those obligations that provide the buyer with a legal position which the contract has to grant him in accordance with its content and purpose, and those the fulfillment of which are essential to the proper execution of the contract and on whose fulfillment the buyer regularly relies and may rely.

voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG shall not be liable for the negligent breach of obligations other than those mentioned in Paragraph 2 of Section 6 of this contract.

In all other respects, the buyer’s statutory claims for damages remain unaffected; in particular, voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG shall be liable in full in the event of intent and gross negligence.

The aforementioned limitations of liability in Paragraph 2 and 3 of Section 6 do not apply in cases of mandatory statutory liability (especially in accordance with the Product Liability Act), culpable loss of life, injury or adverse effect on health by voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG, guarantees it has given, or malicious non-disclosure of defects.

## § 7 FINAL PROVISIONS AND JURISDICTION

All legal issues arising from and in connection with these GTCU shall be governed by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This choice of law extends in particular to claims arising from unlawful acts (tort) which are closely connected to this contract.

Provided that the Customer is a merchant, a legal entity under public law or a special fund under public law, or equal, or if their domicile or branch is abroad, exclusive place of jurisdiction for all disputes arising from and in connection with this GTCU is Schwäbisch Gmünd, Germany. voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG is also entitled to sue the Customer at the Customer's domicile as well as at any other permissible place of jurisdiction.