

General Warranty Conditions for the iFIX OW Photovoltaics Substructure (“iFIX OW”)

1. General terms and conditions

- voestalpine Automotive Components Schwäbisch Gmünd GmbH & Co. KG (hereafter voestalpine ACSG) grants its customers a warranty in accordance with the following terms and conditions and a warranty period for the iFIX OW, when properly used, as laid out in the following terms and conditions, irrespective of their statutory rights to assert warranty claims and without limiting these claims.
- The warranty is issued exclusively to the end customer. It does not apply to intermediaries, installation companies, or indirect purchasers of our products. End customers are purchasers who have bought our products for their own use and not for the purposes of reselling, or who have purchased a solar installation (possibly in conjunction with a building) which contains our products. Our warranty does not apply to products which are de-installed and then re-installed other than for the purposes of repair, or which are used for another purpose.
- Claims deriving from this warranty may be transferred to third parties with the express written permission of voestalpine ACSG.
- **Where the warranty conditions do not apply, for liability and compensatory damage the following applies:**
 - For the simple negligent breach of essential contractual obligations or “cardinal obligations”, voestalpine ACSG liability shall be limited to foreseeable damages which are typical for the contract. Essential contractual obligations (or cardinal obligations) are obligations without the fulfillment of which due performance of the contract would not be possible and upon the fulfillment of which the contracting partner usually relies and can rely, i.e., rights and obligations which the contract must guarantee in view of its content and purpose.
 - voestalpine ACSG shall not be liable for slight negligent breach of contractual obligations other than those designated in the contract.
 - Furthermore, the customer’s statutory claims to compensatory damages shall remain unaffected; in particular, voestalpine ACSG shall be fully liable for cases involving wrongful intent and gross negligence.

The aforementioned limitations on liability in the first and second paragraphs of this section shall not apply in cases of strict statutory liability (particularly under the Product Liability Act), culpable bodily injury, loss of life or impairment of health caused by voestalpine ACSG, guarantees provided by voestalpine ACSG, or fraudulently concealed defects.

2. Begin and duration of the warranty



- The warranty period begins with delivery to the end customer. Prolongation of the warranty obligation of voestalpine ACSG has no effect on the agreed warranty period.
- The warranty is valid for a period of 12 years.

3. Content and scope of the warranty

- **Warranty against rust perforation:** Claims are permitted only and insofar as, despite adherence to the other warranty preconditions and despite avoiding other listed circumstances which would void the warranty, due to corrosion holes have formed in the iFIX OW steel sheets supplied by voestalpine ACSG within the warranty period, the result of which part cannot function as intended.
- The warranty applies to areas of the part in which the coating is undamaged. According to DIN 55634-1:2018-03, cut edges installed in regions with exposure to corrosion up to and including C3 do not require separate protection.

4. Warranty preconditions

voestalpine ACSG offers a warranty according to points 2, 3, 4, 5 and 6 of these warranty conditions for the iFIX OW photovoltaics substructure where it is shown that the following preconditions are met:

- iFIX OW must be properly installed in accordance with the installation instructions, the latest regulations, the applicable standards, and the building regulations for mounting systems.
- The installation site must meet the conditions specified in the installation instructions (roof pitch, roof material, building protection, etc.).
- With respect to geographical location, iFIX OW may only be installed in areas with exposure to corrosion up to and including C3, in accordance with DIN 55634-1:2018-03. This, and other applicable product properties are listed in the technical data sheet.
- The storage, packing, and transport (including handling) of iFIX OW must be conducted in an appropriate manner and only in a dry location.
- iFIX OW may not be exposed to any aggressive environment that would accelerate corrosive processes or that would produce a change in the corrosive resistance of the material (such as atmospheric chlorine, sulfur and fluorine-containing compounds, erosive stress, continuous contact with water, acidic substances and organic acids, silicons that release acetic acid, smoke, vapors, condensation, ash, concrete dust or solutions containing the same, and bacteriological growth).
- iFIX OW may only be used in coastal zones (less than 5 km from the coast) or at altitudes of over 900 m on request.
- iFIX OW must be professionally inspected for abnormalities such as dirt deposits and other damage (e.g., peeling of the coating or early indications of corrosion) as well as impairments to function on an annual basis. The results of the inspection must be documented in writing. The dirt must be removed from the steel sheets. Other abnormalities must be reported immediately.
- Defects will no longer covered by warranty where there is a failure by the end customer to report the defect to voestalpine ACSG in writing within 4 weeks of its discovery using the claim form designed for this purpose (acknowledgement of receipt by voestalpine ACSG). The warranty claim must include a precise description of the defect (incl. images of the installation as a whole and detailed images of the defect), the address of the object in question, date of commissioning, the area affected, a copy of the sales contract and of the warranty.



- The iFIX OW in question must be demonstrably constructed from voestalpine ACSG material. In case of doubt, voestalpine ACSG must be provided with a sample of the steel sheet in question.

5. Content and scope of the warranty

- In the case of a claim, we will choose whether to repair the product free of charge or to provide a free replacement or to provide fair compensation for our product. An equivalent to the original component also qualifies as a replacement.

Fair compensation is calculated according to the following formula:

Reporting of the claim (warranty period)	Reimbursement (%)
up to the end of the 6th year of the warranty.....	100%
up to the end of the 8th year of the warranty.....	60%
up to the end of the 10th year of the warranty.....	40%
up to the end of the 12th year of the warranty.....	20%

No reimbursement will be paid after the warranty period has expired.

- Repair and supply of replacement parts or reimbursement at fair value are the sole and exclusive services covered by this warranty. Other services based on this warranty do not apply. In particular, this warranty does not cover the costs of de-installing a defective part, returning the part to us or to the authorized seller, or the subsequent delivery and re-installation.
- Unless there is a statutory liability, further claims or other claims from or related to this warranty, particularly for compensation for damages, are excluded. Liability for loss of earnings and consequential damage (especially damage from disruption to operations) are expressly excluded.
- The agreed warranty period is not affected, interrupted, or limited as the result of a defect being remedied. Remedying a defect ensures the functionality of the affected part; it does not guarantee that its color will precisely match its original visual appearance.
- All the end customer's claims in this case become null and void with the issuance of a credit note.
- The customer shall be credited for warranty claims that are awarded by voestalpine ACSG.

6. Warranty limitations

No liability is accepted under the following circumstances:

- iFIX OW is extensively subjected to damp conditions because of the continuous presence of water.
- Claims are made with respect to variations in color between parts which are the result of different weather conditions (e.g., due to a different surface orientation on the building) so that the visual appearance is no longer uniform.
- Repairs and alterations have not been coordinated with voestalpine ACSG and have instead been independently carried out by the end customer.
- iFIX OW has been subjected to mechanical or thermal damage or is cracked (e.g., scratches, welding, cutting).
- iFIX OW comes into contact with more noble materials (e.g., copper) and this leads to galvanic corrosion (contact corrosion).
- Dirt or debris has been allowed to collect.



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- The steel sheets have been subject to constant temperatures outside the recommended range as specified in the data sheet, irrespective of the cause.
- Claims are made for damages where the steel sheets have been used for purposes other than those intended.
- Damages are caused by natural events, force majeure, and other unforeseen circumstances outside our sphere of influence, e.g., earthquakes, storms, floods, lightning, snow, etc. Damage has been caused by third parties, for whatever reason.
- Damage has been caused by the use of unsuitable cleaning materials, cleaning methods, or cleaning intervals.
- Damage has been caused as the result of improper storage (e.g., interim storage and transport of the product covered by the contract or the coated materials with insufficient protection against weather and other external influences).
- Damages are the result of improper handling, construction, and assembly, or a failure to be properly assembled by specialists using the appropriate tools.
- Claims are made for damage to repainted, overpainted, or refinished areas which have not been coated in coordination with voestalpine ACSG.
- Excluded from the warranty are rubber components or plastic components and parts which serve purely as an aid to assembly and have no impact on the functionality of the product itself.
- **Warranty exclusions due to changes in the visual appearance:**
The warranty does not apply where discoloration or corrosion of the surface occurs as a result of weather conditions. Superficial rust is also excluded from the warranty.

7. Other

This warranty is subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Should individual provisions of these warranty conditions be deemed wholly or partially invalid, unlawful or unenforceable, this has no impact on the validity of the remaining provisions.

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