

1 General

- 1 The offer and/or order is governed by both the project specific agreement with the customer (**‘the agreement’**), the present sectoral general terms and conditions (**‘sectoral terms and conditions’**) and by the general terms and conditions of sale (**‘the general terms and conditions’**) of voestalpine SadeF. The agreement takes precedence over the sectoral terms and conditions and over the general terms and conditions insofar as they conflict. The sectoral terms and conditions take precedence over the general terms and conditions of voestalpine SadeF insofar as they conflict with them.

2 Product specifications

- 2 The delivery by voestalpine SadeF of the components of a solar panel installation mainly consists of rolled steel sections manufactured to the correct length, furnished with part numbers and the necessary holes and recesses, for the supporting structures according to the voestalpine SadeF documentation ‘Solar Structures’. The relevant documentation can be consulted on the website <https://www.voestalpine.com/sadeF/Infocenter>.
- 3 The customer bears sole responsibility for the complete delivery and/or validation of all correct technical data and/or studies, all environmental factors and specific data that determine the type, quality and finish of the product to be supplied by voestalpine SadeF (**‘the product’**). If necessary, the customer will appoint an expert to prepare a report on the environmental factors (such as, without being exhaustive: studies with regard to corrosion, wind, snow, the stability of the subsoil, foundations, ...). voestalpine SadeF cannot be held liable for any damage resulting from the use of the products in circumstances that do not correspond to the data communicated and/or validated by the customer.

voestalpine SadeF supplies the necessary reaction forces of the steel construction on the foundation. The definition of the required foundations and the method of attachment or installation of the columns on or in the foundations or the ground is the sole responsibility of the customer and/or its foundation and soil specialist.

3 Specific design stipulations

- 4 The choice of the type of solar panel, its attachment to the supporting structure and grounding is done by the customer and is its responsibility. It is also the customer’s responsibility to verify the strength and stiffness of the solar panels used and compatibility with voestalpine SadeF’s design data.
- 5 Layout of a solar field: the design of voestalpine SadeF is limited to the design of the solar table support structure. The layout and thus the repetition of all tables on a field is entirely the responsibility of the customer. The customer must take into account that there is sufficient distance between the table, so that, among other things, no possible shadow is created.

- 6 Additional perforations at the customer's request: At the time of the order, the customer will specify to voestalpine SadeF the necessary additional holes or perforations for mounting the solar panels, cabling and grounding. Only if confirmed by voestalpine SadeF and included in the offer, can it be assumed that these additional holes or perforations will be taken into account in the delivery of voestalpine SadeF.
- 7 Preparation of the production drawings and subsequent production of the voestalpine SadeF parts for the steel frame are only started after written approval by the customer of the construction drawings, design data and the strength and calculation reports presented by voestalpine SadeF. Any delay in delivery caused by a delay in customer approval is the customer's sole responsibility and cannot constitute grounds for a complaint.
- 8 The voestalpine SadeF design does not take into account fire resistance, foundation settling, vibration, thermal insulation, installation sequence or installation speed.

4 Price

- 9 The stated prices are exclusive of VAT, installation, measurement or inspection of the relevant project. Non-standard hole patterns may require a price revision and/or a separate investment in tooling.

5 Liability

- 10 The customer is fully responsible for taking adequate measures with respect to fire resistance and proper maintenance, vibration, thermal insulation, earthquakes. voestalpine SadeF is not liable for damages resulting from a lack of such measures by the customer. The customer must also hold voestalpine SadeF fully harmless against such claims by third parties.

6 Installation

- 11 Installation responsibility:
 - voestalpine SadeF does what is needed to prepare the installation plan and/or the construction drawing ('the installation plan' containing recommendations for the installation of the materials supplied by voestalpine SadeF. Actual assembly is the full responsibility of the customer or its installation company acting on behalf of and under the sole responsibility of the customer.
 - voestalpine SadeF is not responsible for any damage caused by missing or incorrectly installed voestalpine SadeF sections, improper installation, or lack of maintenance or incorrect use.
 - If, for whatever reason, the customer modifies the frame supplied by voestalpine SadeF without the prior written consent of voestalpine SadeF, the customer automatically assumes all responsibility with regard to the stability, functionality and performance of the voestalpine SadeF frame.
- 12 With regard to roofing systems: The customer bears sole responsibility for, among other things, without this list being exhaustive:
 - a. The compatibility and load-carrying capacity of the PV modules used and the mountings.
 - b. The choice of PV module type, support elements, protective layer and their mountings.

- c. Inspection of the roof (roofing, the underlying insulation and the underlying load-bearing elements) for the horizontal and vertical forces present in the voestalpine SadeF product.
 - d. Taking all measures and measurements in addition to the project-specific system prescribed by voestalpine SadeF to prevent any horizontal movement of the structure during the lifetime of the installation.
 - e. Determining the coefficient of friction between the load-bearing element and the roofing as well as its possible consequences.
 - f. Water accumulation on the roof, waterproofing of the roof, and the possible consequences thereof.
- 13 voestalpine SadeF can carry out an inspection of the installation after the products have been installed by the customer. Such inspections by voestalpine SadeF are exclusively on a random basis. The inspected pieces are marked. The inspection does not constitute an acknowledgement by voestalpine SadeF that the installation was made in accordance with the installation plan. The customer and its installation company bear sole responsibility for the complete inspection of the entire project.
- If the report of the random inspection by voestalpine SadeF shows that the installation is defective, voestalpine SadeF will inform the customer. The customer is obliged to resolve these defects within a reasonable period of time. Failing this, the customer loses its warranty.

7 Product warranty

- 14 The section components are designed by voestalpine SadeF in accordance with the EUROCODE and the corresponding national application document based on data such as load, allowable deformations, and all documentation provided by the customer to voestalpine SadeF (i.e.: requirements/technical specifications for structural, geological and geotechnical studies, topographical studies with installation of the PV modules).
- 15 In some cases voestalpine SadeF offers the customer a special warranty on the products of the solar department. This special warranty can be found in the warranty document ('[warranty document](#)'). Customer eligibility for this special warranty is indicated in the offer. If the customer is entitled to this special warranty, the warranty document applies to the agreement between voestalpine SadeF and the customer. The customer declares that it has taken note of this warranty document and expressly accepts it. The provisions of the warranty document take precedence over the sectoral terms and conditions and the general terms and conditions. The general terms and conditions and the sectoral terms and conditions supplement the warranty document where they do not contradict.

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