

## TERMS AND CONDITION OF WARRANTY

(Version 1.00, last update: August 2020)

### System consisting of IBC AeroFix / IBC TopFix 200 mounting systems and IBC MonoSol / IBC PolySol solar modules.

#### Guarantor:

IBC SOLAR AG  
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hereinafter referred to as "IBC".

#### A. General warranty conditions

##### Beneficiary

IBC provides the end customer (hereinafter "**Customer**") a non-transferable warranty for the system consisting of IBC AeroFix and IBC TopFix 200 as well as IBC MonoSol and IBC PolySol solar modules ("**system**") subject to the following provisions. Here, the Customer is a natural or legal person who purchases the system for the first time for their own use from an installer or seller who in turn purchased the system directly from IBC.

##### Term of Warranty

The warranty provided by IBC to the Customer for the components in the system shall be 15 years ("**Term of Warranty**") and commences from the date of the invoice issued by the installer or seller to the first Customer. In any case, the warranty period starts at the latest six (6) months after delivery by IBC to its buyer.

##### Scope

Valid within the EU, Albania, Andorra, Armenia, Azerbaijan, Bosnia and Herzegovina, Georgia, Iceland, Kazakhstan, Kosovo, Liechtenstein, Macedonia, Moldova, Monaco, Montenegro, Norway, San Marino, Switzerland, Serbia, Turkey, Ukraine, Vatican City, Belarus and Japan.

##### Assertion of Warranty Claims

The prerequisite for asserting warranty claims as a system is that:

- the individual components of the system are listed on the same invoice or order confirmation. Otherwise, only the respective product or performance guarantees of the individual components are applicable; and
- the Customer registers the system components at [www.ibc-solar.de](http://www.ibc-solar.de) or [www.ibc-solar.com](http://www.ibc-solar.com) within 3 months of purchase.

Otherwise, the respective warranty conditions for the individual components apply.

Claims under the warranty must be asserted by the Customer against the seller or the installer of the system immediately after discovery of the warranty case, but no later than three months after becoming aware of the facts that substantiate their warranty claim or they have not acquired this knowledge as a result of gross negligence, on presentation of the registration number and the planning documents of the system with proof of stability (e.g. PV Manager planning file or alternative structural analysis). IBC is entitled to reject warranty claims if the Customer does not comply with these obligations. If the retailer or installer no longer exists, for instance due to cessation of business or insolvency, or if the Customer does not know the retailer or installer, the Customer may directly approach IBC. These terms and conditions of warranty represent a voluntary service by IBC. Any claims beyond the aforementioned warranties, particularly regarding direct or indirect damage shall be excluded, insofar as this is permitted by law. The enforcement of warranties shall not constitute a renewal or extension of existing, statutory warranty claims or claims on the basis of these terms and conditions of warranty.

**Indirect consequential damage**

A warranty case also exists if the defect in the mounting system is the cause of damage to the module, or if the module is defective for damage to the mounting. Other indirect damage is not covered by this warranty.

**Applicable law**

This warranty is subject to the law of the Federal Republic of Germany. The courts of Coburg, Germany shall be the place of jurisdiction for all disputes arising from or in connection with this warranty.

**B. Specific warranty conditions for the mounting system used in the system  
IBC AeroFix / IBC TopFix 200****Product Warranty**

For the duration of the Warranty Period, IBC guarantees Customer in the system that each of the assembly systems in IBC AeroFix or IBC TopFix 200, as applicable, is free of material defects. However, for sealing and plastic materials, no warranty or whatsoever is provided by IBC.

At this, the Warranty is only provided in the case of compliance with the following conditions:

1. The assembly systems IBC AeroFix or IBC TopFix 200, as applicable, has been dimensioned, installed and maintained in a proper and professional manner according to the current version of the assembly instruction at the date of its first installation, and the assembly systems IBC AeroFix or IBC TopFix 200, as applicable, was installed for its intended use;
2. all applicable standards (in particular but not limited to EN 1991), regulations, guidelines and accepted technical rules have been observed and adhered to with the dimensioning, installation and maintenance of the IBC AeroFix or IBC TopFix 200, as the case may be, and
3. no case of improper transport or packaging of the assembly systems IBC AeroFix or IBC TopFix 200, as the case may be, is given nor was the defect caused by vandalism, animals, force majeure (particularly but not limited to riots, wars, earthquakes or floods), overvoltage, fire or explosions.
4. only the components delivered with the IBC AeroFix or IBC TopFix 200, as applicable, have been used, and
5. none of the assembly system IBC AeroFix or IBC TopFix 200, as applicable, has been modified, altered or extended and
6. each of the assembly systems IBC AeroFix or IBC TopFix 200, as the case may be, has only be deployed within:
  - corrosiveness category C1 to C3 (according to EN ISO 12944-2); and
  - environmental temperatures from -30 to +50 degrees Celsius.

**Warranty claim**

A warranty claim is given, if a material defect occurs within the Warranty Period and is not caused by:

- frost damage through water ingress into parts and/or the module frame of the assembly systems IBC AeroFix or IBC TopFix 200, as the case may be; or
- fire, lightning and similar natural events; or
- thermal and restrained deformation.

Mere visual defects (such as but not limited to discoloration or surficial corrosion), which do neither affect the functionality nor the safeness of the assembly systems IBC AeroFix or IBC TopFix 200, as the case may be, do not constitute a warranty claim.

**Warranty performance**

In case of a warranty claim, IBC shall, in its sole discretion, deliver Customer either a defect-free part, repair the defect part or reimburse the fair value of the defect part to the Customer. The expenses necessary for fulfilling the warranty performance, in particular the costs of installation or removal, reinstallation, transport and work expenses shall not be assumed or reimbursed by IBC. Other claims of Customer against IBC, in particular for damage compensation, are excluded. However, these warranties do not affect the contractual or legal rights of the Customer towards the vendor in question.

The specific warranty conditions under C. apply to the PV modules acquired in the system.

**C. Specific warranty conditions for the solar modules used in the system****Product Warranty**

IBC SOLAR grants a Product Warranty for quality in material and processing of the Module.

In the event a defect due to material or manufacturing fault(s) occurs within the first fifteen (15) years and that certain defect impairs Module's functionality more than trivial and does not simultaneously constitute claim(s) relating to the Power Warranty as defined in Section 4. ('**Product Warranty Event**'), IBC SOLAR will rectify that certain Product Warranty Event in accordance with this Warranty.

**Power Warranty**

In addition, IBC SOLAR grants a Power Warranty for the performance of the Module. IBC SOLAR guarantees the actual Module power at the time of delivery amounts to at least 97.5% of the nominal power as set forth in the respective Module data sheet ('**Initial Value**'). In the following 25 years, based on the Initial Value, the power will not decrease by more than 0.7% of the nominal power as set forth in that certain Module data sheet each year. As a result, the power at the end of the 25th year of operation will correspond to at least 80.0% of the nominal power as set forth in that certain Module data sheet. In the event of a negative deviation of the actual Module power from these guaranteed power values ('**Power Warranty Event**'), IBC SOLAR will rectify that certain Power Warranty Event in accordance with this Warranty.

In order to verify a Power Warranty Event, the actual Module power shall be determined in standard test conditions (STC), i.e. at a standard spectral distribution at AM 1.5, an irradiation of 1000 W/m<sup>2</sup> and a cell temperature of 25°C, as per IEC 60904. The definitive power shall be measured by an approved measuring institute or by IBC SOLAR itself. Measuring tolerances shall +/- 5.0%.

## Combination Warranty

### Warranty Services

At the sole discretion of IBC SOLAR, a justified claim will be settled by either of the following Warranty Services:

- Repair work; or
- Delivery of additional Module for Performance Warranty Event; or
- Reimbursement of the replacement costs for a similar/identical Module, reduced by an annual, linear depreciation amount calculated on the basis of an expected period of use of 25 years of the original Module that is subject to the warranty claim; or
- Reimbursement of the purchase price, reduced by an annual, linear depreciation amount calculated on the basis of an expected period of use of 25 years of the original Module that is subject to the warranty claim; or
- Reimbursement of the difference in power between on the one hand actual and on the other hand guaranteed power according to the market price for kWp of a pv-module at the time IBC received the warranty claim; or
- Replacement. In this event, IBC SOLAR will provide similar/identical modules during the product warranty period.

### Warranty Services; Limitations

The Module has been tested in accordance with IEC 61215, reflecting a life circle in temperate climate zone. Any consequence through the impact of any different climate zone, suited for affect the life circle of the Module is excluded from this Warranty.

No warranty event is given and consequently Warranty Services shall be excluded as follows:

- That Warranties shall not apply to any Module installed in off-shore systems or that is not permanently attached to the ground (e.g. on buoys, vessels, vehicles or similar).
- The Module was used in such a manner to infringe IBC SOLAR's or any third party's intellectual property rights (e.g. patents, trademarks).
- Type or serial number of the affected Module have been tampered with, erased, removed or rendered illegible;
- The installation was not performed as per the installation instructions applicable at the time of installation;
- There are defects that were caused by Beneficiary or third parties, in particular installers, and these certain defects were specifically caused by incorrect assembly or commissioning, a combination with unsuitable components or incorrect operation or use;
- Repair work or modification(s) were not carried out or authorised by IBC SOLAR, unless that certain repair work or modification(s) does not influence the functionality or performance of the Module;
- There are defects that indicate force majeure, in particular lightning strike, overvoltage, floods, fire, pests, breakage or any other events that IBC SOLAR cannot influence; The Module has been subjected to exposure to improper voltage or power surges or abnormal conditions (such as acid rain, salt, soot or other pollution);

The Module has been subjected to exposure to mold discoloration or similar external effects;

The Module has been subjected to exposure to any of the following: extreme thermal or extreme environmental conditions, or rapid changes in such conditions, corrosion, oxidation, accident, influence of chemical products or other acts beyond IBC SOLAR's reasonable control (including damage by fire, flood, etc.);

## Combination Warranty

Any deterioration in appearance of the Module (including, but not limited to any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Module which occur after delivery to the Beneficiary, do not constitute a defect under the Product Warranty. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage. Normal wear, i.e. wear caused by normal Module use, does not constitute a Product Warranty Event. The same applies in the event of discoloration of the Module.

A handwritten signature in blue ink, appearing to read 'Udo Möhrstedt', written over a horizontal line.

Udo Möhrstedt  
CEO – IBC SOLAR AG