

# Terms and conditions of warranty

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## IBC AeroFix / TopFix 200

IBC SOLAR AG,  
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hereinafter referred to as “**IBC**”, provides for each of the assembly systems IBC AeroFix and TopFix 200 the following worldwide product warranty (“**Warranty**”):

### Product warranty

The legal rights of rectification, withdrawal, reduction or compensation in the event of defects in the assembly system IBC AeroFix or TopFix 200, as applicable, at the time of transfer of risk are not limited by this product warranty.

### Person and/or entity eligible for warranty

IBC provides each end customer (hereinafter referred to as the “**Customer**”) with a non-transferable warranty for the assembly systems IBC AeroFix or TopFix 200, as applicable, subject to the following provisions. Customer is a natural person or legal entity who purchases one of the assembly systems IBC AeroFix or TopFix 200 for the purpose of their own use.

### Term of Warranty

The term of warranty (“**Warranty Period**”) given to the Customer by IBC for the assembly systems IBC AeroFix or TopFix 200, as applicable, shall be 10 years and commences with the date of the invoice issued by the installer or seller to the first Customer. In any case, the warranty period starts latest six (6) months after delivery by IBC to their buyer.

### Warranty conditions and warranty

For the duration of the Warranty Period, IBC guarantees Customer that each of the assembly systems IBC AeroFix or 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:

01. The assembly systems IBC AeroFix or 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 TopFix 200, as applicable, was installed for its intended use.
02. 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 TopFix 200, as the case may be, and

03. no case of improper transport or packaging of the assembly systems IBC AeroFix or 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.
04. only the components delivered with the IBC AeroFix or TopFix 200, as applicable, have been used, and
05. none of the assembly system IBC AeroFix or TopFix 200, as applicable, has been modified, altered or extended and
06. each of the assembly systems IBC AeroFix or 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 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 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 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.

#### Assertion of Warranty Claims

The entity entitled to warranty must submit a warranty claim to the respective retailer or installer of the assembly systems IBC AeroFix or TopFix 200, as the case may be, and enclose the original invoice to identify the delivery date immediately after discovering the warranty case, however, at the latest three months after the entity entitled to warranty has become aware of the facts that justify a warranty claim or if the entity did not become aware of the facts due to gross negligence. IBC is entitled to reject warranty claims if the entity entitled to warranty does not comply with these obligations. The entity entitled to

warranty may directly approach IBC, if the retailer or installer no longer exists, for instance due to cessation of business or insolvency, or if the entity entitled to warranty does not know the retailer or installer.

**Applicable law**

This Warranty is subject to the laws of the Federal Republic of Germany. The courts of Coburg, Germany shall be the exclusive jurisdiction for all disputes arising of or in connection with this Warranty.