

1. General

- 1 The quotation and/or order shall be governed by both the project-specific agreement with the customer ("the Agreement"), these Sectoral General Terms and Conditions ("Sectoral Terms and Conditions") and the General Terms and Conditions of Sale ("the General Terms and Conditions") of voestalpine SadeF. The agreement shall prevail over the sectoral terms and the general terms to the extent they conflict with them. The Sectoral Terms and Conditions shall prevail over the General Terms and Conditions of voestalpine SadeF to the extent they conflict with them.

2. Product specifications

- 2 The delivery by voestalpine SadeF of the components of a solar module system shall mainly consist of rolled steel sections manufactured to the correct length, provided with part numbers and the necessary holes and cut-outs, for the supporting structures according to the voestalpine SadeF documentation 'Solar Structures' (herein after 'the supporting structure'). The relevant documentation can be consulted on the website <https://www.voestalpine.com/sadeF/Infocenter>.
- 3 The customer shall bear sole liability for the complete supply and/or validation of all relevant technical data and/or studies (the 'technical data') which are decisive to determine the type, quality and finishing of the product to be delivered by voestalpine SadeF ('the product').

Technical data means:

- ✓ all contractual requirements and technical specifications relating to the project and the supporting structure (such as, among others, loads, permissible deformations, topographic study with implantation of the PV modules, place of installation, etc.).
- ✓ as all data relating to environmental conditions, both atmospheric and soil-related.

The technical data supplied should be complete and correct. Under no circumstances shall Voestalpine SadeF be liable for any damage and/or loss resulting from information to be provided by the customer but incorrectly or inaccurately provided, including but not limited to wrong environmental

parameters, wrong place of installation and the resulting choice of solar park system.

- 4 The customer shall appoint an expert to draw up a report on all relevant environmental factors (such as, for instance, without being exhaustive: study with regard to the atmospheric environment class to which the structure will be exposed in terms of corrosion; study with regard to loads due to wind, snow, and the like; geological and geotechnical study relating to stability of the soil, foundations; chemical soil report in case of using rammed piles .voestalpine SadeF cannot be held liable for any damage resulting from the use of the support structure under conditions not corresponding to the data provided and/or validated by the customer.

voestalpine SadeF provides the necessary reaction forces of the steel structure to the foundations. The definition of the required foundations and the fixing or positioning method of the columns on or in the foundations or ground is the sole responsibility of the customer and/or its foundation and ground specialist.

3. Specific design conditions

- 5 The choice of the type of solar panel, its fixing to the supporting structure and grounding is made by the customer and is his responsibility. It is also the customer's responsibility to verify the strength and stiffness of the solar panels used and their compatibility with voestalpine SadeF's design data.
- 6 Layout of a solar array: the design of voestalpine SadeF is limited to the design of the support structure. The layout and thus the repetition of all tables on a field is entirely the responsibility of the customer. It must be taken into account by the customer that there is sufficient distance between the tables to avoid, among other things, possible shading.
- 7 Additional perforations at customer's request: at the time of ordering, the customer shall specify to voestalpine SadeF the necessary additional holes or perforations for mounting the solar panels, cabling and earthing. Only if confirmed by voestalpine SadeF and included in the quotation, it may be assumed that these additional holes or perforations will be taken into account in voestalpine SadeF's delivery.
- 8 Preparation of the production drawings and subsequent production of the voestalpine SadeF components for the support structure shall only commence after written approval by the customer of the construction drawings (drawing for approval) presented by voestalpine SadeF as well as the design data and

strength and calculation reports provided by voestalpine SadeF. Any delay in delivery caused by a delay in approval by the customer shall be the sole responsibility of the customer and shall not constitute grounds for complaint.

- 9 By the customer's written approval, the customer confirms that the drawing for approval contains all information and/or technical data relevant to him. Only the information and technical data contained in this drawing for approval shall be taken into account as of approval.
- 10 Fire resistance, ground settlement, vibrations, thermal insulation, assembly sequence or assembly speed are not taken into account in the voestalpine SadeF design and are the sole responsibility of the customer.
- 11 The customer is bound by the drawings for approval. The customer shall bear sole responsibility if it does not follow this concept and/or the calculation of voestalpine SadeF and/or does not comply with the mandatory preliminary tests. The customer hereby waives any possible recourse against voestalpine SadeF. The customer must also hold voestalpine SadeF fully harmless against all claims of third parties in this respect.

4. [Price](#)

- 12 Prices quoted do not include VAT, installation, measurement or inspection of the respective project. Non-standard hole patterns may require a price revision and/or a separate investment in tools.

5. [Liability](#)

- 13 It is the integral responsibility of the customer to take adequate measures with regard to fire resistance, vibration, thermal insulation, earthquakes. voestalpine SadeF shall not be liable for any damages resulting from a lack of such measures by the customer. The customer shall also hold voestalpine SadeF fully harmless against all claims of third parties in this respect.
- 14 It shall be the sole responsibility of the customer to take adequate measures for proper maintenance. In case of lack of maintenance, any claims for damages against voestalpine SadeF shall become invalid.

6. [Installation](#)

- 15 Installation responsibility:
voestalpine SadeF shall take the necessary steps to prepare the installation plan (structural drawing), which includes recommendations for the assembly of

materials supplied by voestalpine SadeF. Effective mounting shall be the sole responsibility of the customer or his mounting company acting on behalf of and under the sole responsibility of the customer.

- ✓ Voestalpine SadeF shall not be liable for any damage caused by in case of missing or incorrectly installed voestalpine SadeF profiles, improper installation or lack of maintenance or incorrect use.
- ✓ If, for any reason whatsoever, the customer modifies the frame delivered by voestalpine SadeF without the prior written consent of voestalpine SadeF, the customer shall automatically assume all responsibility with regard to the stability, functionality and performance of the voestalpine SadeF frame.

16 Regarding roof systems: The customer shall bear sole responsibility for, among other things, without wishing to be exhaustive:

- ✓ The compatibility and load-carrying capacity of the PV modules used and the fixings.
- ✓ The choice of the type of PV modules, support elements, protective coating and their fixings.
- ✓ The checking of the roof (roof covering, underlying insulation and underlying load-bearing elements) for the occurring horizontal and vertical forces by the voestalpine SadeF product.
- ✓ The taking of all measures and measurements to prevent any horizontal movement of the structure during the lifetime of the installation and this in addition to the project-specific system prescribed by voestalpine SadeF.
- ✓ The determination of the coefficient of friction between the load-bearing element and the roof covering as well as its possible consequences.
- ✓ Water accumulation on the roof, waterproofing of the roof, and any consequences thereof.

17 voestalpine SadeF may perform an inspection of the installation after the products have been installed by the customer. During this inspection, voestalpine SadeF shall only perform random checks. The inspected items shall be marked. The inspection does not constitute an acknowledgement by voestalpine SadeF that the installation was installed in accordance with the structural drawing. The customer and its installation company bear sole responsibility for the complete inspection of the entire project. If the report of

the at random inspection of voestalpine SadeF reveals defects in the installation, voestalpine SadeF shall inform the customer thereof. The customer shall be obliged to remedy such defects within a reasonable period of time. Failing this, the customer will automatically lose its warranty.

7. Product warranty

- 18 Profile components shall be designed by voestalpine SadeF in accordance with EUROCODE and the corresponding national application document based on technical data provided to voestalpine SadeF by the customer.

In some cases, voestalpine SadeF offers the customer a special warranty on the products of the solar division. This special warranty can be found in the warranty document ("warranty document"). Whether the customer is entitled to this special guarantee is shown in the price quotation. If the customer is entitled to this special warranty, the warranty document shall apply to the contract between voestalpine SadeF and the customer. The customer declares to have 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 each other.

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