

iFIX General Conditionals of Guarantee

General provisions

The company voestalpine Polynorm GmbH, grants claims to customers independently of legal guarantee claims, without limitation to such and subject to the following conditions. A guarantee period is granted subject to proper use of the iFIX product.

Beginning and duration of Guarantee

- Each guarantee period begins on the agreed delivery date of the product. Prolongation of the warranty obligation of voestalpine Polynorm GmbH has no effect on the agreed guarantee period.
- The guarantee period is 10 years.

Guarantee Claims

- Guarantee claims against rusting: A claim can be exerted when rust holes occur prior to expiry of the guarantee period of the iFIX product delivered by voestalpine Polynorm GmbH. Such a claim is valid when said rust is caused by corrosion in spite of compliance with guarantee requirements and despite avoidance of guarantee-limiting conditions.
- Guarantee due to changes of the visual appearance: There is no claim of guarantee, if there are discolorations on the surface as a result of weathering influences. Superficial rust stains are not eligible for guarantee, if the function of the component is still valid.

Conditions of guarantee

voestalpine Polynorm GmbH guarantees the quality of iFIX photovoltaic mounting when the following guarantee conditions are met:

- iFIX must be build up professionally according to the mounting instructions.
- The installation site must correspond to the conditions specified in the mounting instructions (roof inclination, supporting surface, building surface protection, etc.) iFIX meets corrosion protection class III, according to the standard DIN 55634:2010-04. It should be observed that iFIX is only applied to geographical areas which have a corrosion protection classification up to corrosion load C3.
- Storage, packaging and transport (including handling) of iFIX is properly carried out exclusively under dry conditions.
- iFIX 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, silicones that release acetic acid, smoke, vapors, condensation, ash, concrete dust or solutions containing the same, organic growth or similar conditions).
- The use of iFIX in coastal regions (< 3 km from the coast) or in elevations higher than 900 meters is only possible upon special request.
- iFIX must be inspected annually by a specialist for irregularities such as dirt deposits, damage (such as delamination of the coating layer or commencement of corrosion) or functional inhibitions. Inspection results are documented. The sheet is cleaned to remove all dirt deposits, and other irregularities are reported immediately.



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- A defect is reported by the customer to voestalpine Polynorm GmbH in written form (by registered letter or e-mail with confirmed receipt) within fourteen days after recognition of the defect. Otherwise all claims are null and void. The claim includes an exact description of the defect (photograph if possible), address of the object, affected surface, delivery chain, coil number and order number, relevant documents (invoice, order confirmation, delivery note) and a detailed listing of the expected costs (in compliance with the claim conditions).
- The iFIX material for which a claim has been submitted must have been delivered by voestalpine Polynorm GmbH (indication of coil number required). In the event of doubt, the customer provides samples of the material in question to voestalpine Polynorm GmbH.

Content and scope of the guarantee

- For the guarantee period voestalpine Polynorm GmbH guarantees the iFIX product complies with the properties indicated in the data sheet and is free of defects in accordance with the guarantee provisions.
- The guarantee applies to areas with undamaged coating. Cutting edges must not be covered separately in areas of corrosion protection classification up to corrosion load C3.
- The guarantee obligation of voestalpine Polynorm GmbH includes the entire delivered quantity.
- In order to maintain validity of the guarantee, defects occurring within the guarantee period are remedied exclusively by voestalpine Polynorm GmbH or an authorized agent by way of repair, over painting or replacement delivery of the defective material. The customer reserves the right to a price reduction in the event of inordinate costs required to remedy the defect. The delivery of replacement material is free of charge to the extent that the costs do not supersede the invoice value of the claimed material.
- Remedy of the defects is carried out by voestalpine Polynorm GmbH at the most economic cost and within an appropriate amount of time, or a third-party company is commissioned by voestalpine Polynorm GmbH to remedy the defect. The agreed guarantee period is not impeded, interrupted or precluded by remedy of a defect. The remedy of a defect ensures usability of the affected component, however not exact color adaptation with a guarantee of matching the color.
- In providing the end user with the guaranteed service life of the product, repair costs are reimbursed in accordance with the following list and will not exceed the invoice value of the claimed product:

Conditions of claims to damages (% of respective guarantee period)	Replacement of cost (%)
up to 60 %.....	100 %
up to 70 %.....	60 %
up to 80 %.....	40 %
up to 100 %.....	20 %

No cost replacement is made following expiry of the guarantee period.

- Additional or different claims, particularly those for damages, are excluded to the extent that liability is not legally implied. Liability for loss of profit and sequential damages (particularly for damages resulting from interruptions to operations) is excluded.
- All claims of the customer arising from this business transaction become null and void at the time a credit is issued.
- The customer is credited for guarantee claims awarded by voestalpine Polynorm GmbH by way of compensation for warranty.



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Limitation of guarantee

No guarantee can be assumed under the following conditions:

- The iFIX has been constantly exposed to moist because of permanent ponding water.
- In the event that a claim is asserted for color deviations between components, the appearance has changed by reason of differing weather effects (e.g., on different building sides).
- Repairs and/or alterations are not reported to and approved by voestalpine Polynorm GmbH but are instigated by the customer.
- The iFIX has been damaged mechanically or thermally, or cracking (scratches, welding, cutting) is evident.
- The iFIX comes into contact with more noble metals (such as copper) and this leads to galvanic corrosion (contact corrosion).
- Collection of filth and debris.
- The sheet is exposed to continual temperatures outside the recommended temperature range (see product data sheet), independently of the direct cause.
- In the event of defects attributed to unintended use when a damage claim has been submitted.
- Defects or damage attributed to naturally occurring events.
- Damage from third parties for whatever reason.
- Use of unsuitable cleaning agents, cleaning methods and cleaning intervals that lead to damage.
- Damage attributed to improper storage, handling, transport or lack of sufficient protection against weathering of or other outdoor effects on the coated material.
- Damage attributed to unprofessional handling, engineering or assembly/installation or work not performed by professionals with proper tools.
- Facade damage claimed for repainted, overpainted or repaired areas that were not coated in collaboration with voestalpine Polynorm GmbH.

Miscellaneous

English version is translated from German. Only German version is legal valid.

The guarantee is subject to German law to the exclusion of the 1980 UN Convention on Contracts for the International Sale of Goods (CISG). In the event individual stipulations of this guarantee obligation are or become ineffective, the other stipulations remain in full force.

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