

Terms and conditions of warranty

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IBC TopFix 200

IBC SOLAR AG,
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hereinafter referred to as “IBC”, provides for the assembly system IBC TopFix 200 deployed within

the EU, Albania, Andorra, Bosnia and Herzegovina, Iceland, Kazakhstan, Croatia, Liechtenstein, Macedonia, Moldova, Monaco, Montenegro, Norway, San Marino, Switzerland, Serbia, Turkey, Ukraine, Vatican City, Belarus

the following product warranty:

Product warranty

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

Person and/or entity eligible for warranty

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

Term of Warranty

The term of warranty (“warranty period”) given to the customer by the IBC for the assembly system IBC TopFix 200 is 10 years and starts with the date of the invoice issued by the installer or seller to the first end 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 guarantee period, IBC guarantees to the customer that the assembly system IBC TopFix 200 is free of material defects. However, for sealing and plastic materials, no written guarantee whatsoever is given.

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

01. The assembly system IBC TopFix 200 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

02. all applicable standards (in particular EN 1991), regulations, guidelines and accepted technical rules have been observed and adhered to with the dimensioning, installation and maintenance of the IBC TopFix 200, and
03. only the components delivered with the IBC TopFix 200 have been used, and
04. the assembly system IBC TopFix 200 have not been modified, and
05. the assembly system IBC TopFix 200 is deployed as solar module bracket with the operating conditions described in the assembly instructions (Mounting and Modules), and
06. the assembly system IBC TopFix 200 is used in a temperate zone (city and rural atmosphere) according to ISO 12944.

Warranty claim

A warranty claim is given, if a material defect occurs within the guarantee period that is not caused by

- frost damage through water ingress into parts of the assembly system IBC TopFix 200 and/or the module frame, and/or fire, lightning and similar natural events.

Warranty performance

Where a warranty claim occurs, IBC will deliver a defect-free part. The expenses necessary for fulfilling the warranty performance, in particular the costs of installation or removal, reinstallation, transport and work expenses will not be assumed or reimbursed by IBC. Other claims of the 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 system IBC TopFix 200 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 law of the Federal Republic of Germany.