

**ENCLOSURE A : SPECIFIC CONDITIONS FOR COMPONENTS IN SOLAR FRAMES**

All conditions stated hereafter are applicable to this tender and/or order unless explicitly stated otherwise in the tender letter or order confirmation.

Introduction: The supply by SADEF of components as part of a solar installation consists mainly of roll formed steel sections manufactured to the correct length, with part numbers and the necessary holes and cut-outs.

**A.1 SPECIFIC DESIGN CONDITIONS**

- 1) This tender is based on the following basic assumptions/premises:
  - The profiles are manufactured either from continuous thermally pre-galvanised strip steel (in accordance with EN10.346, but with an average zinc layer thickness of 55 micron (Z800); or an equivalent ZM310), or pickled raw material and then hot dip galvanised (in accordance with EN ISO 1461). The SADEF customer is responsible for the choice of the specific surface treatment. In the event that the customer requires a different or additional surface treatment, then this must explicitly be made known by the customer.
  - The profiles are manufactured in accordance with the SADEF ISO-instructions I09.14.001-008. These are available on request. The materials supplied by SADEF are not provided as standard with a CE label unless otherwise agreed in the order.
  - Extra perforations on request of the customer: At the moment of order, the customer will specify to SADEF the necessary holes or perforations for fixation of solar panels, cabling and earthing. Only if confirmed by SADEF, it can be considered that these specified holes or perforations will be considered in the SADEF delivery.
  - If not specified by the SADEF customer, the assumption is that the construction site has no greater gradient than 1° in an east-west and north-south direction.
  - The definition of the foundations required and the fixation or placement method of the columns to or in the foundations or ground is the full responsibility of the SADEF customer and/or his foundation and ground specialist. SADEF shall provide the reaction forces of the steel structure on the foundation for this.
  - The main construction is installed without expansion joints as standard. When expansion joints are necessary, then the SADEF customer is responsible for specifying the location and number of any expansion joints so that the final design from SADEF can take this into account.
  - The choice of the type of solar panel, its fixation to the supporting structure and its earthing is done by the SADEF customer and is its responsibility. It is also the responsibility of the SADEF customer to verify the strength and stiffness of the solar panels used and the compatibility with the SADEF design data, and equally to inform SADEF prior to production start if this causes any alterations to be carried out on the SADEF supporting structure.
  - Layout of a solar field: In case of repetitive and equal tables with solar panels, the SADEF design is limited to the design of the table. The layout and so the repetition of all tables on a field is the entire responsibility of the SADEF customer. It should be considered by the SADEF customer that there is sufficient spacing between tables, in order not to create possible shadow.
- 2) The production of SADEF components for the steel frame will only be initiated after written approval by the SADEF customer of the construction plans, draft data and strength and calculation reports presented by SADEF. Every delay in supply caused by a delay in approval from the customer is the full responsibility of the customer and cannot form any reason for a complaint.
- 3) The content of the SADEF plans, draft data and strength and calculation reports approved by the customer take precedence over any project data and specifications provided previously by the customer. All data in the SADEF plans, draft data and calculation reports approved by the customer take precedence and make all previous correspondence and project data null and void.
- 4) The SADEF design does not take account of fire resistance, corrosion resistance, acoustic insulation, vibrations, thermal insulation, earthquakes.

## **A.2 SPECIFIC SALES CONDITIONS**

1. The SADEF general sales conditions, which are enclosed with every order confirmation, are applicable. These conditions can be found on our website and upon request, they are sent to you during the tender phase. These conditions take precedence over the contractual conditions stated on any documents from our co-contractor and make the latter null and void.
2. The acceptance of the order is subject to payment conditions acceptable to SADEF. Standard payment terms are 30 days after the date of the invoice, on condition of acceptance and coverage by our credit insurance.
3. In the event of market price developments and/or fluctuations in the availability of the material, SADEF reserves the right to review prices and delivery times at any time.
4. The prices stated are exclusive of VAT, installation, nuts and bolts, survey or inspection of the premises of the building. Any non-standard hole patterns may be subject to a price review and/or a separate investment in tooling.
5. The site must be accessible to a lorry with a standard trailer of 13.5 m for delivery ex site. The trucks are to be unloaded by the SADEF customer with appropriate unloading equipment so that the materials cannot be damaged. The SADEF customer signs the way bill at the same time.
6. In all established cases of damage, the total amount of compensation for damages shall not exceed the order value of the respective delivered goods. The warranty is limited in all cases and, at the choice of SADEF, either entails the free replacement of defective products or a refund of the price of the product and applies only within the first 6 months after delivery. SADEF cannot under any circumstances be held liable for any damage and/or defects resulting from improper use by the customer or third parties. Any proven claim for damages within 5 years of the galvanizing in the event of hot dip galvanized parts and as a result of non-compliance with EN ISO1461 galvanization shall be limited to the reglvanization of the relevant parts. In the event that a period of more than 5 years has elapsed, SADEF cannot accept any claims relating to the quality of this galvanization and compensation for damages from SADEF shall consequently no longer be possible. Compensation relating to a delayed delivery is only possible if it has been contractually agreed and shall in any case be limited to 0.5 %/week and with a total maximum of 5% of the value of the respective order.
7. The parties may negotiate specific additional guarantees to which this agreement is subject. This guarantee should be apparent from a detailed additional agreement, separate from the current preconditions and SADEFs general sales conditions. Negotiations between the parties on this additional guarantee agreement can never result in any delay or postponement of any payments due to SADEF NV. This additional agreement must be signed by the managing director of SADEF.
8. Delivery period: to be agreed.
9. The customer is entirely responsible for taking appropriate measures in terms of fire resistance, corrosion resistance and good maintenance, vibrations, acoustic insulation, thermal insulation, heterogeneity and instability of the soil or subsoil, resistance to earthquakes. SADEF is not liable for claims in this regard. The customer must also indemnify Sadef from such claims by third parties.
10. SADEF shall only accept responsibility for the design of steel building components in the event that the steel design concerned has been finalized by SADEF and the production and supply of the building components is performed entirely by SADEF and that this has been explicitly agreed. This responsibility complies with current legislation and is limited to a maximum of 10 years after the delivery date.
11. Mounting responsibility
  - Making montage instructions is the full responsibility of the SADEF customer or his mounting company.
  - SADEF is not responsible for any damage that might be caused by missing or not properly mounted SADEF profiles, unprofessional assembly, installation, use or maintenance.
  - If –for whatever reason- the SADEF customer adapts the SADEF delivered frame without prior written permission by SADEF, then the SADEF customer automatically takes all responsibility for the stability, functionality and performance of the SADEF frame.

### **A.3 PRODUCT WARRANTY**

1. These Profile Components are designed by SADEF according to the EUROCODE and the corresponding national application document on the basis of data like loads, allowable deformations, and all documentation provided by the customer to SADEF (i.e. Requirements/Technical specifications for structure, Geological and Geotechnical study, Topographical study with PV modules implantation) .

2. Except for the representations and warranties specified above or any representations, warranties that cannot be excluded by applicable law, SADEF disclaims all other guarantees, representations and warranties or any implied warranties of merchantability, satisfactory quality and fitness for a particular use or purpose that might be implied by law or otherwise in relation to the production and supply of the Profile Components in relation to this Warranty or the Contract. In particular the obligation of SADEF to replace deteriorated or defective Profile Components is excluded if deteriorations or other damages result from

- incorrect Design Specifications provided by CUSTOMER to SADEF;
- incorrect use of the Profile Components and the solar panel structures as prescribed by SADEF;
- from an incorrect or omitted performance of the CUSTOMER's maintenance obligations with regard to the Profile components or its fixing structure;
- normal wear and tear;
- negligence, misuse in particular deviations from use according to manuals or Design Specifications, mishandling, incorrect installation or over stressing of the structures or the Profile Components or other components by CUSTOMER or any third party;
- any damage of the Profile Components caused during or following erection/installation or construction;
- any damage caused by fire, lightning, flood, explosion, earthquake, acts of war, riot, civil and commotion, radiation, falling objects, vandalism, ground movements, movement or failure of foundations or other extraneous causes.

3. Any liability beyond the replacement of defective or deteriorated Profile Components is to the extent permitted by law expressly excluded. Under no circumstances will SADEF be liable for any indirect or consequential losses or loss of profits.

4. The Customer shall demand replacement of defective Profile Components from SADEF in writing within 5 days from the identification of the defect of the Profile Components.

5. The warranty period expires [3] years from the delivery of the defective Profile Components to the Customer.

6. Subject to any other restrictions provided for in this Warranty or otherwise stipulated, SADEF shall only be obliged to replace defective Profile Components if SADEF has been given a reasonable opportunity to inspect the defective Profile Components.

7. Should any provision of this Warranty be unenforceable or invalid, the other provisions hereof shall remain in force.

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