

General Terms and Conditions (GTC)

§ 1 General

1. These general terms of business exclusively apply to all deliveries made by and services rendered by Solare Datensysteme GmbH (hereafter referred to as SDS) to companies as defined in § 14 section 1 of the German civil code BGB.
2. Any general terms and conditions enforced by the purchaser which differ from SDS' general terms and conditions are only valid when SDS has expressly acknowledged them in writing.

§ 2 Conclusion of Contract

1. Offers, price lists and other information from SDS are subject to change.
2. A contract is concluded only when SDS has acknowledged an order in writing or when SDS carries out the order. An order confirmation or shipment that deviates from the order is considered a new order which is either expressly accepted by declaration from the purchaser or implicitly accepted by acceptance of the product.
3. The written order confirmation from SDS is decisive with regard to the scope of the delivery and services.
4. The contract is subject to the reservation of non-delivery or partial delivery in the event that SDS does not receive correct and punctual deliveries from its suppliers. This only applies in the event that SDS was not responsible for non-delivery, in particular when a congruent cover transaction has been concluded with SDS' supplier. The purchaser will be immediately notified in the event that a product is unavailable.
5. Any changes to the scope of the shipment and services and any resulting price and scheduled changes are to be immediately and mutually confirmed respectively by the purchaser and SDS. Until the purchaser and SDS have reached an agreement on the changes, they shall abide by what was originally agreed upon and continue to carry out the contract.

§ 3 Prices and Terms of Payment

1. All prices are net prices in EUR, subject to additional payment of statutory value added tax. Any additional costs for packaging and special packaging requested by the customer will be invoiced separately. SDS will not take back this packaging.
2. All taxes, custom duties, fees as well as import and export levies incurred in conjunction with the shipment are borne by the purchaser.
3. Delivery is made as per agreement in accordance with Incoterms 2010; "ex works" (EXW), place of performance: Geislingen-Binsdorf, Germany.
4. Advance payment is required for new purchasers.
5. Invoices are to be due for payment within ten (10) days after their receipt unless changes were agreed upon in the order or order confirmation.
6. Delayed payment shall entitle SDS to charge interest in the amount of 9 % above the basic interest rate, to demand the return of the delivered goods, and to cancel or suspend any further deliveries. SDS reserves the right to claim higher damages due to delay.
7. SDS reserves the right to require advance payment or cash on delivery for orders from unknown purchasers or from customers who had delinquent payments in the past. The statutory provisions apply to late payments.
8. The purchaser is only entitled to the right to offset if the relevant counterclaims have been established, undisputed or accepted by SDS. The purchaser is entitled to exercise a right of retention insofar as the counterclaim relies on the same contractual relationship.
9. In the event of non-payment by the purchaser, as well as filing or opening insolvency proceedings over the assets

of the purchaser, outstanding invoices are due for payment immediately.

10. The current price list from SDS applies for payment according to expense.

§ 4 Delivery and Service Lead Times

1. Delivery dates and delivery periods are deemed met if the delivery goods have left the warehouse or if the purchaser has been informed that the goods are ready to be shipped.
2. The compliance of our delivery obligations requires the timely and proper fulfillment of the obligations of the purchaser. The plea of unfulfilled contract remains reserved.
3. In the event that the purchaser is in default of acceptance, or knowingly violates other obligations of cooperation, SDS is entitled to demand compensation for resulting damages, including any additional expenditures. SDS reserves the right to make further claims.
4. To the extent that the requirements of paragraph 4.3 apply, the risk of accidental loss or of accidental deterioration of the goods to be delivered is transferred to the purchaser at the point in time at which the purchaser enters into default of acceptance or debtor's default.
5. SDS is not responsible, even for obligatorily arranged deadlines or dates, for delivery and service delays due to force majeure and other events which not only temporarily considerably hamper our deliveries or make them impossible - to which belong strikes, blockades, official directives etc., even if they occur at our suppliers or their sub-contractors. In such a case, SDS is entitled to postpone delivery or service for the duration of the obstruction plus appropriate lead time. In such a case, SDS is also entitled to withdraw from the contract in whole or in part. If the delay of service and delivery lasts more than three months, the purchaser is entitled to withdraw from the contract due to the unfulfilled portion of the order. In the event that the delivery period is extended or that SDS is released from the obligation to deliver, the purchaser is not entitled to claim for damages. Force majeure or other similar circumstances may only be invoked if the purchaser is notified without delay.
6. SDS reserves the right to carry out partial shipments.
7. SDS accepts liability in accordance with the legal provisions as far as the underlying purchase contract constitutes a firm deal within the meaning of commercial and civil law regulations. SDS accepts liability in accordance with the legal provisions when, as a consequence of a delay in delivery caused by SDS, the purchaser can make the claim that the purchaser's interest in the further fulfillment of the contract has ceased to exist.
8. SDS is also liable in accordance with the legal provisions if the delay in delivery is the result of an intentional or grossly negligent breach of contract. SDS is also liable for faults on the part SDS' representatives or vicarious agents. If the delay in delivery is not the result of an intentional breach of contract, SDS' liability for compensation is limited to foreseeable, typically occurring damage.

§ 5 Purchaser Contributory Obligations

1. In the event that the purchaser is in default of acceptance, or knowingly violates other obligations of cooperation, SDS is entitled to demand compensation for resulting damages, including any additional expenditures.
2. The purchaser is required to inform SDS of any relevant national laws, regulations, administrative regulations and any other relevant rules in a timely fashion and to obtain all necessary permits in time from the responsible authorities.
3. The customer is required to support SDS in obtaining relevant information and to make all of their technical documents, calculations and other information that is required for execution of the order available to SDS. The purchaser is responsible for ensuring this information is complete and correct.

§ 6 Software Licenses

1. SDS grants the purchaser a non-exclusive right to use the delivered software and accompanying documentation exclusively for the operation of the intended hardware. The right of use is limited to the agreed period of time; in the absence of such an agreement, the right of use shall be unlimited in time. The purchaser is not entitled to reproduce, modify, complement, compile or recompile the software in whole or in part. The software and the documentation may only be copied for archiving purposes or for purposes expressly allowed in writing by SDS. All copies must contain the same copyright notice as the originals.
2. The provisions above also apply to any alterations or supplements made to the software or accompanying documentation by SDS. If the delivered items are transferred to a third party, the purchaser is to impose the provisions above upon the third party.

§ 7 Warranty and Liability

1. The warranty period is defined in the current version of SDS' manufacturer's warranty conditions.
2. Notices of defects for any visible defects, shortages or wrong deliveries are only valid if SDS has been informed immediately in writing, via registered letter, fax transmission or via e-mail with a read-receipt. Notices of defects for defects that are not obviously observable must be immediately declared in writing following their discovery. The purchaser bears the burden of proof regarding observability of any defects. If a package is damaged or if the shipment is incomplete, the purchaser must immediately file a complaint with the parcel service / forwarding agent upon receipt of the product. Failure to notify SDS in time or properly about any defects renders purchaser's warranty claim null and void.
3. SDS is entitled, at its own discretion, to remove defects free of charge by either eliminating them or by delivery of non-defective product(s). Any additional expense resulting from delivered products which are no longer located at the place of delivery are to be paid for by the purchaser, unless this subsequent transfer corresponds to its contractual use. Any additional claims are excluded.
4. The warranty period begins to run again for newly delivered or improved parts following replacement delivery by SDS as long as it pertains to the same cause of defects.
5. The purchaser is responsible for the maintenance and back-up of their own individual data.
6. Freight costs and additional fees are generally only borne by SDS with the confirmation of the guarantee claim.
7. SDS is liable, regardless of the legal basis, only for gross negligence, intent, or if there was a breach of a significant contractual obligation. If an essential contractual obligation (cardinal obligation) has been breached, SDS' liability is limited to foreseeable damages and comprises a maximum the net order amount. The mandatory liability for personal injury and liability in accordance with the German Product Liability Act remains unaffected.
8. To render its services, SDS uses, *inter alia*, data and information that are retained from third parties without assurance of specific properties and quality characteristics. SDS assumes no liability for the completeness and correctness of the content. SDS provides data from various sources of information whose data quality and availability cannot be influenced by SDS. The weather data provided occurs exclusively in the framework of the purchaser's area of operation. Usage of data for other commercial purposes or forwarding of data to third parties is prohibited and requires a special written agreement.
9. For services within the area of feed-in management/direct marketing, SDS is not to be held liable for any incidents or events which are beyond their control, for example the accuracy of control commands of an energy supplier or direct marketer/system providers, failure of transmitted control commands, hardware and software failures at the plant operator

or end-user switching procedures. Any liability for damages as a result of such incidents or events, such as loss of profit, grid instability, damages to parts of the purchaser's plant (for example an inverter) are expressly excluded.

§ 8 Retention of Title

1. SDS retains ownership of all goods delivered until the invoices from the current business relationship, plus any ancillary costs, are paid in full.
2. The purchaser is obliged to handle the products with adequate care.
3. The purchaser is obligated to inform SDS immediately of any seizure of the product by any third party, for example in the event of possible damages to or the destruction of the product. The purchaser is required to inform SDS immediately of a change in ownership of the product or of a change of address.
4. In case the purchaser is in breach of the contract - particularly default of payment or violation of one of the provisions in paragraph 3 and 4 - SDS is entitled to withdraw from the contract and to demand the return of the products.
5. The purchaser is entitled to sell the goods in an orderly business transaction. The purchaser herewith assigns to SDS all accounts receivable from a third party which accrue through the resale to the extent of the invoice sum. SDS accepts this assignment. After the assignment, the purchaser is authorized to recover the outstanding account. SDS reserves the right to collect on the outstanding account themselves, as soon as the purchaser is in default of payment and falls into arrears.

§ 9 Place of Performance, Jurisdiction and Applicable Law

1. The place of performance and exclusive jurisdiction is Geislingen-Binsdorf, Germany. SDS is also entitled to take legal recourse at the court of jurisdiction of the purchaser.
2. This contractual relationship is subject to German law under exclusion of the international civil law and of the UN law on international sale of goods.

§ 10 Contract Language, Partial Nullity and Written Form

1. The official language of the contract is German, which is the binding and controlling language for all matters relating to the meaning or interpretation of this contract. The English translation only serves as a reference and is not legally binding.
2. If individual provisions of the agreement with the purchaser including these General Terms and Conditions are or become fully or partly ineffective, the validity of the remaining provisions remains unaffected. The fully or partly ineffective regulation shall be replaced by a regulation whose economic success as far as comes as close as possible to the ineffective one.
3. Any amendments and modifications to the contract are invalid unless confirmed in writing. This also applies to any waiver of the requirement for modifications to be made in writing. Additional agreements which are only made verbally are invalid.
4. Unless otherwise agreed in writing in this contract, declarations and notifications submitted by e-mail to the parties involved meet the written form requirement. General Terms and Conditions (GTC) Solar-Log™ Shop .