



# GENERAL TERMS OF BUSINESS

## of the company Consolar Solare Energiesysteme GmbH

### 1. Scope / General

The following conditions apply to all deliveries - for merchants and also future deliveries - unless otherwise agreed in writing. Our customers' Terms of Business only apply if we agree to them in writing.

### 2. Quotation / Ordering

- Our quotations are non-binding and subject to change. Verbal agreements require written confirmation. The contracts shall only become valid by our written order confirmation or delivery. The written form shall also be fulfilled by email or telefax.
- Additional agreements also require the written form.
- Consolar reserves the right to incorporate technical improvements after the last quotation into the products to be delivered.
- This shall also apply to changes in design and shape as well as changes to the scope of delivery on the part of Consolar which are made after the conclusion of the contracts, to the extent that the products to be delivered are not substantially changed and the change is reasonable for the customer.

### 3. Prices

- In the absence of a special agreement, the prices shall be applicable for delivery ex works and/or warehouse, plus sales tax, but excluding packaging.
- The agreed price shall be due upon delivery. A discount shall only be granted by special agreement. A discount deduction is not permissible if older due invoices have not yet been paid.
- Agreed ancillary services will be charged in addition.
- Price changes shall only be permissible if delivery is to take place more than four months after conclusion of the contract. If the agreed price increases by 5% or more, the customer may terminate the contract.
- Deliveries outside Germany are always made against payment in advance.

### 4. Payments

- Payments shall only be deemed to have been made to the extent that they are freely available to us from a bank. We only accept cheques on account of performance. Expenses as well as bank and transfer costs shall be borne by the customer.
- In the event of delayed payment, we will charge interest at the maximum legal rate above the base interest rate applicable at the time.
- If there are any justified doubts about the solvency of the customer or if insolvency proceedings are initiated with regard to his assets, we shall be entitled, at our discretion, to withdraw from the part of the delivery contract that has not yet been fulfilled or to demand advance payment or surety. We shall also be entitled to demand advance payment in the event of delayed payment.
- Payments will always be offset against the oldest claims.

### 5. Delivery

- The delivery period begins with the sending of the order confirmation, however not before all details of the order execution and technical questions have been clarified and the agreed down payment has been received. The delivery times are only approximate unless we have explicitly specified them as binding in writing. The delivery deadline shall be deemed met if the goods have left the factory by expiry of the period or if the readiness for dispatch has been notified, if the goods have not been collected due to no fault of our own.
- Partial deliveries are permitted, when of a reasonable extent for the customer. Unless a written agreement is available, we will determine the shipping method.
- If shipment is delayed due to circumstances for which the customer is responsible,
  - risk shall pass to the customer with notification of the readiness for dispatch,
  - we will store the goods at our premises or with third parties at the customer's expense; for storage in our premises we will charge a monthly rate of min. 0.5% of the invoice amount for the stored delivery,
  - we shall be entitled to withdraw from the contract after the ineffectual expiry of a reasonable grace period specified by us or to claim damages in lieu of performance,
  - the customer shall bear in particular the costs and risks of formalities which are no longer required due to failure to duly notify as incumbent upon him - such as the procurement of import licenses.

### 6. Force Majeure

Force majeure, operational disruptions, lawful strikes and labour disputes or any other hindrance for which we or our suppliers are not responsible shall free us from the obligation to deliver for the duration of the disruption and its effects. The delivery date shall be extended by the duration of the disruption. Upon expiration of two months, the customer may request a reasonable period for delivery. If we fail to make delivery during this period, the customer shall be entitled to withdraw from the contract. Claims for damages shall be excluded.

### 7. Set-off / Retention

The customer shall only be entitled to set-off or retention if the counterclaim is undisputed or it has been determined by law.

### 8. Transfer of Rights and Obligations

Rights and obligations of the customer resulting from the contract may only be transferred with the written consent of Consolar.

### 9. Reservation of Ownership

- We reserve the right of ownership of the delivered goods until the receipt of all payments from the business relationship with the customer. In the case of a current account relationship, reservation of ownership refers to the accepted balance.
- Should the customer combine the goods supplied under reservation with other goods, we shall obtain co-ownership of the newly manufactured goods in the ratio of the invoiced value of the reserved goods to the other materials.
- The customer may only sell the reserved goods in the ordinary course of business and may neither pledge them nor offer them as surety.  
He shall inform us without delay of any access by third parties. He shall insure the reserved goods against loss and damage at his own expense; his rights resulting from the insurance contracts are hereby directly assigned to us by him in advance; we accept the assignment.
- The customer shall assign his claims from the resale of the goods to us in advance until all of our claims have been paid in full; we accept the assignment. The same shall apply to claims of the customer from service

contracts, the fulfilment of which renders our ownership of the goods void. The customer shall be entitled to enforce the claim as long as he fulfils his obligations of payment to us.

- We shall release our collateral at our discretion at the customer's request if the value of the collateral exceeds our claims by more than 10%.
- Should we deem implementation of our claims to be endangered, the customer shall on our request enable us to take back the reserved goods or notify his customers of the assignment of claims and to make all the necessary information and documents available to us. Acceptance of the goods under reservation shall not be interpreted as cancellation of the contract.

### 10. Packaging

We accept the return of our transport packaging, unless waived by the customer. The date of return shall be coordinated with us; transport costs shall be borne by the customer.

### 11. Warranty / Liability for Defects

- Obvious defects of the goods delivered as well as incorrect deliveries must be reported to us in writing at the latest 2 days after receipt of the goods. If the customer is a merchant in the sense of the German Commercial Code (HGB), he shall also notify us in writing of hidden defects within 5 days of discovery. If the above-mentioned deadlines are exceeded, any and all claims arising from liability for material defects shall become void. The period of limitation shall be 12 months from delivery for merchants, otherwise 24 months. Any liability for material defects in the sale of used goods shall be excluded for merchants, for consumers it shall be limited to one year.
- In the event of justified complaints from merchants, we shall either rectify the defects or deliver replacement, at our discretion. Should we fail to rectify the defect, the customer may request a reasonable reduction in the price and only withdraw from the contract or claim damages in lieu of performance according to section 13 by demonstrating a not insignificant defect.
- In the event of rectification or replacement delivery, we shall bear the transport and installation costs for the defective parts.
- Corrosion shall only be covered by liability for defects if this is due to a material or processing fault.
- To the extent that defects are due to the materials or raw materials of our upstream suppliers, we are entitled to initially limit our liability to the assignment of claims for liability to which we are entitled against our upstream suppliers, unless settlement of the assigned right fails or the assigned claim cannot be enforced for other reasons. It is not necessary that consumers have attempted to enforce these claims in court.
- If the customer takes inappropriate intervention measures or if the nameplate is missing or illegible, the liability for defects no longer applies.
- In the event of an authorised dealer recourse according to the Paragraph 478 Section 2 of the German Civil Code (BGB), revised version, the customer shall receive the necessary spare parts delivered free of charge, and a lump sum for the installation costs shall be reimbursed according to the relevant agreed rates.

### 12. Extended Consolar Warranty / Liability for Defects

In addition to the periods of limitation specified in section 11.1, we grant a longer period for complete solar systems (store, controller and collectors from Consolar), which shall be expressly declared in writing in each case. Exchanged parts are excluded. Within the framework of this extended period, we shall remedy any defects that arise by rectifying the defect or delivering a replacement at our discretion; Any transport, installation or commissioning costs etc. that arise as well as any claims for damages shall not be borne within this extended period. This extended liability for defects presupposes the following:

SOLUS solar systems: The acceptance checklist and maintenance log, as well as the warranty certificate have been completed and signed by the end customer and the installation partner, and are available to Consolar in Lörach within 4 weeks after commissioning. The annual maintenance of the system according to the Consolar maintenance log can be verified.

SOLINK and SOLAERA solar heating systems: The commissioning checklist, system check and warranty certificate are completed and signed by the end customer, the installation partner and the Consolar service partner, and are available to Consolar in Lörach within 4 weeks after the system check.

It applies to all systems that the end customer has been briefed, that this has been documented, and that the heating and solar system has been serviced annually in accordance with the acceptance checklist and maintenance log and that this has been documented. The customer shall not be entitled to further claims beyond the periods stated in 11.1.

### 13. Direct Delivery

The customer shall comply with the applicable foreign trade regulations of the Federal Republic of Germany and other countries, insofar as they apply. Furthermore, the customer shall comply with any other legal provisions and regulations valid in the respective country of delivery and, if necessary, obtain the necessary permits in his own name and at his own expense.

### 14. Liability

Any and all claims for damages against us shall be excluded, in the case of an act of slight negligence on our part, the part of our legal representatives or parties employed by us in fulfilling our obligations.

This limitation of liability shall not apply in the case of injuries, if guaranteed characteristics are lacking or major contractual obligations have been violated in a way that endangers the fulfilment of the purpose of the contract. Otherwise, our liability shall be limited to the scope of the guarantee or, in the case of slightly negligent breach of major contractual obligations, to the contractually typical foreseeable damage.

Claims in accordance with product liability law remain unaffected.

### 15. Place of Fulfilment, Court of Jurisdiction, Choice of Law

- The place of fulfilment for all services from the delivery contracts shall be the headquarters of our company in Frankfurt am Main.
- Court of jurisdiction is Frankfurt am Main. However, we shall also be entitled to bring legal action against the customer at the location of his company.
- German law shall be applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 is excluded.

### 16. Separability

Should individual provisions of these terms of delivery be legally inoperable in whole or in part, the other provisions shall remain effective.