

These ANTARIS SOLAR GmbH & Co KG ("ANTARIS SOLAR") General Terms and Conditions of Sale apply exclusively. Contrasting General Terms of Trade of the Customer (e.g. Purchasing Conditions), or those which deviate from these General Terms and Conditions of Sale shall not apply unless ANTARIS SOLAR has expressly consented to their applicability. These General Terms and Conditions of Sale shall apply even if ANTARIS SOLAR makes deliveries to the Customer without reservation in knowledge of Terms and Conditions of the Customer that conflict with or differ from ANTARIS SOLAR's General Terms and Conditions.

## 1. Subject matter of the agreement

- 1.1 ANTARIS SOLAR shall sell to the Customer the items (hereinafter referred to as the "Products") named in the Purchasing Agreement (hereinafter referred to as the "Agreement").
- 1.2 Erection, installation, maintenance and repair of products are not included in the Purchase Agreement. Such services are based on specific contractual conditions.
- 1.3 The Customer shall receive the technical documentation provided by the manufacturer for the product (assembly or installation instructions, operating instructions and maintenance instructions)
- 1.4 Illustrations, drawings, technical descriptions, manufacturing and functional sketches and other documents provided as part of technical documentation are generally subject to continuous change. If they form part of a binding quote from ANTARIS SOLAR or are part of the Agreement, they are binding for ANTARIS SOLAR. Non-binding technical documentation shall be designated as non-binding by ANTARIS SOLAR (e.g. roughly, similar to image, approx.). Catalogue specifications or details on websites are not binding and may not be up-to-date for the purposes of this agreement. ANTARIS SOLAR reserves the right to make technical changes to catalogues, websites and technical documentation.
- 1.5 ANTARIS SOLAR retains the title and copyright to illustrations, drawings, technical descriptions, manufacturing and functional sketches and other documents provided as part of technical documentation. The rights of third parties to these documents shall not be affected by this. This also applies to written documents designated as "confidential". The Customer requires the explicit written permission of ANTARIS SOLAR before passing these documents on to a third party

## 2. Warranty

- 2.1 Performance descriptions of the products sold are not warranties in accordance with Art. 443 of the German Civil Code (BGB).
- 2.2 If the Customer receives the WARRANTY DECLARATION for ANTARIS SOLAR® photovoltaic modules, this only justifies the rights arising from this warranty declaration for the end customers.
- 2.3 If the product manufacturer or a third party from the delivery chain provides a warranty in addition to the legal rights, ANTARIS SOLAR shall pass it on to the Customer. If this is the case, a warranty card will be included with the products, which the Customer must return to ANTARIS SOLAR with a binding signature. The scope of any warranty provided is derived from the Agreement in conjunction with the warranty card of the manufacturer or the third party. In order to assert warranty claims, the Customer can contact the manufacturer or third party directly should faults/defects which are covered by the warranty arise, and must observe the manufacturer or third party's warranty conditions, in particular the integrity of the product, the notification method etc. In the abovementioned case, the Customer shall also inform ANTARIS SOLAR of any claims asserted and keep them up to date on how the manufacturer or third party is handling the warranty.
- 2.4 ANTARIS SOLAR shall accept the warranty conditions of the manufacturer or third party from the above section as long as the statutory limitation period for liability due to a material or legal defect does not begin until knowledge is obtained within the framework of the warranty conditions, and on the other hand this period is restricted via the inspection, rectification and replacement handling by the manufacturer or third party until the final completion of this work.

## 3. Quotes, conclusion of the agreement

- 3.1 Contract quotes by ANTARIS SOLAR, in particular lists of services entitled "Quote", are subject to confirmation. If the Customer intends to enter into a contractual relationship with ANTARIS SOLAR on this basis, a corresponding declaration of acceptance (e.g. purchase order, order placement) of this contract offered by the Customer must be received by ANTARIS SOLAR (order confirmation) before a contract is concluded, unless a separate contract text is drawn up.
- 3.2 ANTARIS SOLAR is entitled to accept a contract offered by the Customer (purchase order, order placement) within 7 days of receipt (arrival).
- 3.3 If the contract offered by the Customer is received electronically, an electronic confirmation of receipt shall not be considered a binding acceptance of the contract offered by the Customer.

## 4. Delivery

- 4.1 The delivery shall be made to the German address of the Customer stated in the quote/contract. Overseas deliveries can be made pursuant to separate agreement on the transport costs.
- 4.2 When the products are passed on to the shipping company appointed by ANTARIS SOLAR, the risk of accidental destruction or deterioration of the products is transferred to the Customer. Upon written request by the Customer, ANTARIS SOLAR shall take out appropriate shipping insurance at the expense of the Customer.
- 4.3 Contracts are concluded on the basis that ANTARIS SOLAR receives correct and timely deliveries from its suppliers. If ANTARIS SOLAR is responsible for a failure to deliver, ANTARIS SOLAR shall not recourse to this reservation. The Customer shall be informed immediately of the inability to deliver. Counter-performance shall be reimbursed immediately.
- 4.4 ANTARIS SOLAR is entitled to make partial deliveries unless partial deliveries are unreasonable for the Customer. ANTARIS SOLAR shall bear additional expenses accruing to the Customer due to such partial deliveries. If the Customer requests one or more partial deliveries, they shall bear the additional costs.

## 5. Delivery period, liability

- 5.1 There are no fixed delivery periods unless otherwise specified in the contract. The delivery period specified by ANTARIS SOLAR shall not commence until all technical questions have been clarified.
- 5.2 Adherence to the delivery obligation also requires on-time and correct fulfilment of the obligations of the Customer. We reserve the right of objection that contracts have not been fulfilled.

- 5.3 If, in spite of exercising due care, ANTARIS SOLAR is impeded in fulfilling their obligations by force majeure, in particular by unforeseeable, unusual circumstances (e.g. power supply problems, strikes, lock-outs or operational disruptions), the delivery period shall be extended accordingly. If delivery or performance becomes impossible in such cases, ANTARIS SOLAR shall be released from their performance obligations.
- 5.4 Delivery delays: ANTARIS SOLAR is liable in accordance with the statutory provisions, provided the underlying contract is a forward transaction pursuant to Art. 286 Sect. 2 No. 1 or 2 of the German Civil Code (BGB) or Art. 376 of the German Commercial Code (HGB) (firm trade sale). ANTARIS SOLAR shall also be liable in accordance with the legal provisions if the customer is entitled to assert claims that their interest in further fulfilment of the contract is discontinued as a result of a delay in delivery for which ANTARIS SOLAR is liable. Moreover, ANTARIS SOLAR shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent contract infringement for which ANTARIS SOLAR is liable; liability of representatives or vicarious agents shall be deemed tantamount to that of ANTARIS SOLAR. If the delay in delivery is due to a grossly negligent infringement of the contract for which ANTARIS SOLAR is liable, the liability for damages is restricted to foreseeable, typical damage. ANTARIS shall also be liable in accordance with the legal provisions where the delay in delivery for which ANTARIS SOLAR is liable is based on culpable violation of a major contractual obligation; however, if this is the case, the liability for damages is restricted to foreseeable and typical damage.
- 5.5 Furthermore, ANTARIS SOLAR shall be liable for delays in delivery for every full week as part of a flat delay compensation of 3% of the value of the delivery, however, for no more than 15% of the value of the delivery.
- 5.6 Other legal claims and rights of the Customer are reserved.

## 6. Obligations of the customer

- 6.1 The Customer shall ensure that the product can be delivered properly to the agreed delivery destination at the prescribed delivery time.
- 6.2 The Customer must examine the products delivered immediately after delivery for completeness and obvious integrity (also with regard to the documentation). The Customer shall notify ANTARIS SOLAR of any defects without delay, in written form where possible (duty of examination and notification of defects).
- 6.3 In the event of any notifications of defects by the Customer; they shall permit and grant ANTARIS SOLAR and its personnel access to the corresponding devices/rooms or systems.

## 7. Remuneration, prices

- 7.1 The remuneration for the deliveries and performance by ANTARIS SOLAR is based on the contract. The same applies accordingly for payment methods and due dates.
- 7.2 Discounts must be agreed expressly unless already granted on ANTARIS SOLAR invoices.
- 7.3 If agreed in the contract, ANTARIS SOLAR is entitled to demand payment of the entire total in advance.
- 7.4 Moreover, all ANTARIS SOLAR invoices are due for payment and payable within 7 calendar days of their receipt.
- 7.5 If there are justified doubts regarding the solvency or creditworthiness of the Customer, and the Customer is not prepared to pay in advance or to provide suitable collateral for the payment, in spite of a request to do so, ANTARIS is entitled to withdraw from the Agreement unless they have already provided performance.
- 7.6 Payments shall not be considered made until the amount is finally available on an ANTARIS SOLAR account.
- 7.7 The statutory regulations concerning payment default shall apply.

## 8. Offset, retention

- 8.1 The Customer is only entitled to offset rights if their counter-claims are determined to be legally valid, undisputed or recognised.
- 8.2 The Customer shall be authorised to exercise their right of retention only insofar as their counterclaim is based on the same contractual relationship.

## 9. Retention of title

- 9.1 ANTARIS SOLAR retains title to the purchased item (product sold and delivered) until all payments from the purchase agreement have been received.
- 9.2 Should the Customer act in breach of the Agreement, in particular by defaulting payment, ANTARIS SOLAR is entitled to take the product back. If ANTARIS SOLAR takes back the product, this action is not equivalent to withdrawal from the Agreement, unless ANTARIS SOLAR declares so expressly in writing. Distraint of the object by ANTARIS SOLAR shall always be equivalent to withdrawal from the Agreement. ANTARIS SOLAR is entitled to recycle the product after it is taken back. The revenue from recycling shall be offset against the debts of the Customer – less appropriate recycling costs and costs accruing to ANTARIS SOLAR for returning the product to a resellable condition.
- 9.3 In the event of distraints or other interventions by third parties, the Customer must inform ANTARIS SOLAR immediately and in writing so that a case can be filed per Art. 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse ANTARIS SOLAR for in-court and out-of-court costs according to Art. 771 of the German Code of Civil Procedure (ZPO), then the Customer is liable for ANTARIS SOLAR's loss of revenues.
- 9.4 The Customer is entitled to sell the product in the ordinary course of business. However, per this agreement, they cedes to ANTARIS SOLAR all claims, in the amount of the final invoice sum (including VAT) of the claim, that result from the resale to their customer or third party, regardless of whether the products were sold with or without processing. ANTARIS SOLAR hereby accepts the assignment of claims. The Customer is entitled to collect these claims even after assignment. ANTARIS SOLAR's entitlement to collect the debt themselves shall remain unaffected. However, ANTARIS SOLAR undertakes not to collect the debt provided the Customer complies with their payment obligations from the revenues earned, does not default on payments and in particular provided no application is filed to initiate settlement or insolvency proceedings and that payments are not terminated. However, if this is the case, ANTARIS SOLAR can demand that the Customer shall inform ANTARIS SOLAR of the assigned claims and their debtors, provide all information for the collection, hand over the respective documents and notify the debtors (third parties) of the assignment.
- 9.5 Processing or transformation of the product by the Customer shall always be carried out on behalf of ANTARIS SOLAR. If the product is processed using other components not belonging to ANTARIS SOLAR, then ANTARIS SOLAR shall acquire co-ownership of the new object in the ratio of the value of the product (price of the goods including VAT) to the other processed objects at the time of processing. In addition, the same applies to the object created as a result of processing as for the product supplied subject to reservation of title.

- 9.6 If the product is combined inseparably with other components not belonging to ANTARIS SOLAR, then ANTARIS SOLAR shall acquire co-ownership of the new object in the ratio of the value of the purchased item (final invoice amount including VAT) to the other combined objects at the time of processing. If combination is carried out in such a way that the Customer's object is to be considered the main object, then it is considered agreed that the Customer shall transfer co-ownership to ANTARIS SOLAR on a proportionate basis. The Customer shall store the sole property or joint property created in this way for ANTARIS SOLAR.
- 9.7 The Customer also assigns ANTARIS SOLAR their claims for securing ANTARIS SOLAR's claims against them arising from the incorporation of the goods into a property belonging to a third party. ANTARIS SOLAR hereby accepts the assignment of claims.
- 9.8 If requested by the Customer, ANTARIS SOLAR shall release collateral to which ANTARIS SOLAR is entitled to the extent that the realizable value of the collateral exceeds the securitized claims by more than 10 %; the selection of which securities to release is at the discretion of ANTARIS SOLAR.

## 10. Defects, liability

- 10.1 Customer warranty claims are conditional upon the Customer properly fulfilling their duties of investigation and notification of defects per Art. 377 of the German Commercial Code (HGB), if the Customer is a registered trader.
- 10.2 If the product is defective in accordance with Arts. 434, 435 of the German Civil Code, ANTARIS SOLAR is entitled to provide subsequent performance by rectifying the defect or delivering an item free of defects. If defects are remedied or replacement products are delivered, ANTARIS SOLAR shall bear the costs of all measures necessary to rectify defects, in particular the costs of transport, travel, labour and material, in so far as these are not increased as a result of the purchased item being brought to a location other than the place of delivery.
- 10.3 If the subsequent performance is unsuccessful, the Customer can either withdraw from the agreement or demand a reduction of the purchase price.
- 10.4 ANTARIS SOLAR shall accept liability according to the statutory provisions, where the Customer claims damages relating to intent or gross negligence, including intent or gross negligence of ANTARIS SOLAR's representatives or vicarious agents. Provided ANTARIS SOLAR is not accused of intentional breach of contract, our liability for compensation for damages is limited to foreseeable, typical damage.
- 10.5 ANTARIS SOLAR shall be liable in accordance with the statutory provisions if ANTARIS SOLAR culpably violates a fundamental contractual obligation. In such a case, however, the liability for damage compensation shall be limited to foreseeable and typical damages. Major contractual obligations refer to violated obligations which Customer believed would be fulfilled and were entitled to do so.
- 10.6 If the Customer is entitled to damages instead of performance, ANTARIS SOLAR's liability is limited under Sect. 3 to compensation for foreseeable, typical damage.
- 10.7 Unless otherwise specified above, all other liability is excluded.
- 10.8 Claims for damages shall become time-barred after 12 months from the transfer of risk.
- 10.9 The statutory limitation period in the case of delivery recourse as defined in Articles 478, 479 of the German Civil Code (BGB) shall remain unaffected. The limitation period is five years calculated from handover of the defective goods.
- 10.10 If ANTARIS SOLAR fraudulently failed to inform the Customer of a defect or guaranteed material properties under Art. 443 of the German Civil Code (BGB), the statutory provisions on liability for material and legal defects and their expiry shall not be affected. ANTARIS SOLAR's liability for defective products in accordance with the regulations in the Product Liability Act is unaffected. Liability due to culpable harm to life, limb or health shall also remain unaffected.

## 11. Joint and several liability

- 11.1 Further liability for compensation other than that specified in No. 10 is excluded – regardless of the legal nature of the asserted claim. This especially applies to compensation claims arising from culpability at contract conclusion resulting from other breaches of obligation or resulting from claims for material damage according to Art. 823 of the German Civil Code (BGB).
- 11.2 The limitation of Section 1 shall also apply if the Customer requests compensation for useless expenditures instead of the fulfilment of their claim to compensation for damages.
- 11.3 Where ANTARIS SOLAR's liability for compensation is excluded or limited, this shall also apply to the personal liability of ANTARIS SOLAR's clerical and industrial staff, employees, representatives and vicarious agents.

## 12. Labels

- 12.1 The Customer must observe labels of the manufacturer(s) which are attached to the products. This applies in particular to brands.
- 12.2 The delivery of products with a label is not tantamount to consent by ANTARIS SOLAR to use this label for any further products manufactured by the Customer using the original products. The same applies to labels on packaging or in the corresponding technical documentation or advertising material.

## 13. Technical consulting

- 13.1 Any application-specific advice from ANTARIS SOLAR, whether oral, in writing or by attempts to provide advice outside a separate agreement (payable consultation contract) is provided to the best of ANTARIS SOLAR's knowledge, but may only be considered non-binding information, also with regard to the industrial property rights of third parties, and does not exempt the Customer from checking the products delivered by ANTARIS SOLAR for suitability for the intended processes and purposes.
- 13.2 The products are applied, used and processed beyond the sphere of control of ANTARIS SOLAR, and are the sole responsibility of the Customer.

## 14. Consumer clause

- 14.1 Nos. 4 Sect. 2 (transfer of risk), 10 (defects, liability) and 11 (joint and several liability) do not apply for contracts between ANTARIS SOLAR and a consumer (consumer agreement). In this regard, the statutory regulations on purchasing consumer goods apply.
- 14.2 Consumers are any individuals who conclude legal transactions for purposes which cannot be classified as part of their commercial or freelance professional activities.

## 15. Transfer of business data

ANTARIS SOLAR passes the customer data of business customers (company-specific data for identification of the customer, failure to make due payments, insolvency of the Customer, data for payment collection, circumstances pertinent to creditworthiness) to their credit insurance company Euler Hermes Kreditversicherung AG, Zweigniederlassung Zürich, Todistraße 65, CH 8002 Zürich, provided the Customer is to be insured or is insured there against irrecoverability of claims for deliveries, work and services (debtor insurance) or as soon as ANTARIS SOLAR applies for an insurance policy with its credit insurance company (INTEGRAL credit insurance policy) for this Customer.

## 16. Transfer of consumer data

16.1 ANTARIS SOLAR passes the customer data of consumers (data for identification of the customer, failure to make due payments, insolvency of the Customer, data for payment collection, circumstances pertinent to creditworthiness) to their B2C credit insurance company Coface Kreditversicherung ASG, Isaac-Fulda-Allee 1, D-55124 Mainz, provided the Customer is to be insured or is insured there against irrecoverability of claims for trading in solar modules, inverters and accessories (goods deliveries, services) or as soon as ANTARIS SOLAR applies for an insurance policy with its credit insurance company (Coface B2C credit insurance agreement) for this consumer customer. For these purposes, and these purposes only, ANTARIS SOLAR or the credit insurance company shall send customer data of the consumer to the customer's local SCHUFA company of SCHUFA Holding AG, Kormoranweg 5, D-65201 Wiesbaden (Association for the Protection of General Loan Security) in order to verify their creditworthiness.

16.2 Should ANTARIS SOLAR grant a consumer customer a goods loan, ANTARIS SOLAR shall send the customer's local SCHUFA company of the SCHUFA Holding AG, Kormoranweg 5, D-65201 Wiesbaden (Association for the Protection of General Loan Security) their personal data regarding the acceptance of the goods loan and correct processing of a goods loan. Irrespective of this, ANTARIS SOLAR shall send SCHUFA the data regarding non-contract-compliant processing (e.g. failure to make payments due, dunning notification applied for in relation to undisputed claims, as well as enforcement measures). Under the German Data Security Act (BDSG), ANTARIS SOLAR may only send this personal data if required to preserve justified interests of the customers of a contact partners of SCHUFA or the general public, and no interests of the Customer worthy of protection are impaired. ANTARIS SOLAR undertakes to the Customer not to send data to SCHUFA unless it is necessary to preserve justified interests of ANTARIS SOLAR and there is no reason to assume that the protectable interest of the parties in question has priority over the exclusion of processing or use, i.e. a corresponding interest judgement has been made in favour of ANTARIS SOLAR. SCHUFA shall save this data to allow it to provide its associated banks, credit card companies, leasing companies, retailers including mail order companies and other companies which provide consumers with loans of money or goods on a commercial basis with information on evaluating the creditworthiness of customers. Address data can be sent to companies which recover claims commercially and are contractually affiliated with SCHUFA in order to find debtors. SCHUFA only makes the data available to its contractual partners if they can credibly present a justified interest that the data be sent. SCHUFA only sends objective data without stating the lender; SCHUFA notifications do not contain subjective evaluations, personal income and asset situations.

## 17. Final provisions

17.1 The laws of the Federal Republic of Germany apply. Trade clauses must be drawn up in accordance with the relevant INCOTERMS. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

17.2 The place of performance and court of jurisdiction for claims arising from the Agreement is the headquarters of ANTARIS SOLAR, if the Customer is a trader. However, if this is the case, ANTARIS SOLAR is also entitled to file proceedings against the Customer at the court of their domicile.

17.3 Retrospective additions or amendments to contracts must be made in writing.

17.4 Should individual provisions of these Terms and Conditions be or become partially or fully invalid, the validity of the other provisions shall remain unaffected.

17.5 The legal consequences of (partial) invalidity shall be based on the statutory provisions.

Fotovoltaikshop.de is a brand of the ANTARIS SOLAR Group:

### ANTARIS SOLAR GmbH & Co. KG

Head Office

63735 Aschaffenburg, Germany

Phone: +49 (0) 6095 950-441

Fax: +49 (0) 6095 950-544

E-mail: [info@antaris-solar.com](mailto:info@antaris-solar.com)

Website: [www.antaris-solar.com](http://www.antaris-solar.com)