

1. Validity

- 1.1. These General Terms and Conditions are a contract component of all purchase, work supply and work contracts of PohlCon Solar with enterprises, persons who act at the time of the conclusion of the contract in exercise of their commercial or independent professional activity (Entrepreneur), legal entities of the public right or a public-legal special property (hereinafter the contracting party). This shall also apply in respect of all future business of the mentioned kind and also if no explicit inclusion is agreed in a future business.
- 1.2. Any general terms and conditions of the contract partner or third parties shall not become part of the contract, unless PohlCon Solar has expressly agreed to them in writing in individual cases.
- 1.3. Deviations from these general terms and conditions are only effective if they are agreed upon in writing with the contract partner in an individual contract. This applies in particular to an agreement that cancels the written form requirement.
- 1.4. If PohlCon Solar also has to provide assembly/construction services, the provisions of the VOB/B (German Construction Contract Procedures) apply subordinately and additionally.

2. Offers and Documents

- 2.1 Offers, catalogue details or transmitted plans, illustrations, cost estimates or samples of PohlCon Solar are not binding. It is only once a job is confirmed by PohlCon Solar that a contract comes into effect.
- 2.2 Verbal promises of PohlCon Solar before conclusion of the contract are non-binding. Oral agreements are replaced by the written contract, unless it is not expressly evident from them that they continue to apply bindingly.
- 2.3 Guaranteed qualities are only those which are expressly designated as such in the order confirmation or in the specifications. In all other respects, illustrations, drawings, weights or dimensions are approximate. Unless expressly designated as binding, any deviations as are customary in the trade are permissible. We reserve the right to make changes.
- 2.4 PohlCon Solar reserves property- and copyrights in respect of any cost estimates, drawings, samples and other documents. They may not be made accessible to third parties without explicit approval. This shall also apply, in particular in respect of any planning or calculations provided by PohlCon Solar. These are intended exclusively for the use with PohlCon Solar products.

3. Prices

- 3.1. Quoted prices for materials are net prices ex distribution warehouse, including standard packaging and loading, but plus separate packaging to be borne by the contractual partner (e.g. overseas or separate transport security at the customer's request), transport insurance, taxes, duties, fees, customs duties, permits and other costs caused by the delivery.
- 3.2. In the absence of any special agreement, the list prices valid at the time of conclusion of the contract shall be charged.
- 3.3. In cases where performance or part-performance is contractually agreed to take place no sooner than 4 months after the contract has been entered into, and the prices for the materials used for such performance or part-performance have increased or decreased by more than 5% at the time of such performance as compared to the prices at the time of entering into the contract, then either party shall be entitled to demand that the contractually agreed prices should be reasonably adapted to the current purchase prices of affected materials. Where this adaptation of the price results in a substantial increase of the agreed total price, the contracting party shall be entitled to terminate the contract. In such a case PohlCon Solar shall only be entitled to the remuneration stipulated in section 645 (1) of the German Civil Code (BGB).
- 3.4. Orders under EUR 150 are calculated with EUR 25 minimum quantity surcharge plus shipping costs.
- 3.5. In cases of contract including installation, the following items are not included in the prices and shall be paid in accordance with the time spent:
 - ordered additional work;
 - additional installation work due to deviation of the actual conditions on the construction site from the basis of the offer;
 - Dismantling and reassembly of already properly assembled material;
 - alteration of the catalogue material during assembly;
 - additional expenditure due to subsequent assembly work with change of workplace in a construction phase in which the work has already been completed;
 - waiting times caused by the customer and not caused by PohlCon Solar;
 - Departure and return journey of the fitters and reinstallation of the construction site in the event of an interruption in assembly caused by the customer.

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- 3.6. The remuneration for PohlCon Solar for any services pursuant to section 3.5 shall be calculated in accordance with the hourly rates on the basis of the actual time expended. Subject to any agreements to the contrary, the hourly rate shall be set at EUR 100 for the construction supervisor and EUR 49 for fitters.

4. Dates

- 4.1. Fixed delivery periods and delivery dates require express written agreement. If in doubt, the date of the order confirmation of PohlCon is decisive for the beginning of a delivery period.
- 4.2. Agreed delivery dates only apply if all necessary details of the order are clarified in good time and all obligations of the contract partner are fulfilled in good time (e.g. provision of necessary official certificates or payment of a deposit).
- 4.3. The day of delivery shall be the day on which the product leaves the distribution warehouse of PohlCon Solar.
- 4.4. PohlCon Solar shall be entitled to carry out partial deliveries and to invoice these.
- 4.5. Provided that PohlCon Solar cannot keep appointments for reasons for which it is not responsible (e.g., operational, traffic or dispatch disturbances, war, acts of terrorism, fire damages, unforeseeable lack of workers, energy, raw materials or auxiliary material, strikes, lockouts, orders of authorities), the term shall be extended by the duration of the impediment and by a reasonable starting-up time. The non-availability of performance for these purposes shall also include situations where the self-supply by a supplier is not provided on time, if a congruent covering transaction was concluded and neither PohlCon Solar nor her suppliers are to blame. PohlCon Solar will notify the contracting partner about this immediately and at the same time notify them of the prospective new date.
- 4.6. Any withdrawal due to the non-observance of dates shall generally only apply in respect of the not yet performed part of the contract, provided that the services already performed are usable.
- 4.7. If the performance takes longer for reasons which are not the responsibility of PohlCon Solar and which do not originate from its performance, it shall be entitled to claim reimbursement of any additional costs incurred as a result thereof.
- 4.8. There is no entitlement for any goods that are not needed to be taken back by PohlCon Solar. Current standard catalogue goods in resalable, faultless condition can be taken back after prior consultation and notification within three months after delivery in case of freight-free delivery free works or branch. The purchase price will be refunded after examination of the goods, deducting a flat rate for administrative and sales costs amounting to 25% of the net purchase price, but at least EUR 50. Any costs of repair and repackaging that may be necessary will be deducted additionally according to expenditure. Return deliveries of materials in special design as well as opened packaging units will not be accepted.

5. Transfer of risk

- 5.1. Place of performance for delivery shall be the delivery warehouse of PohlCon Solar. In the case of the collection by the contracting partner, risk shall pass to the contract partner upon the goods being made available, in the case of the dispatch, at the point of hand-over to the forwarding agent or carrier, but in any event no later than upon leaving the warehouse. If dispatch is delayed for reasons which PohlCon Solar is not responsible for, the risk shall pass to the contract partner as soon as they are notified that the delivery is ready for shipment.
- 5.2. Storage costs after the passing of risk are borne by the contract partner. If storage is provided by PohlCon Solar, the storage costs shall amount to 0.25% of the invoice amount of the delivery objects to be stored per elapsed week. The assertion and proof of further or lower storage costs are reserved.

6. Payment

- 6.1. Subject to any individual agreements to the contrary, the following payments shall be due for deliveries:
- one third upon conclusion of the contract,
 - one third when ready for dispatch,
 - one third on delivery.

Where the contract includes both delivery and installation, then subject to any individual agreements to the contrary, the following contractually agreed payments shall fall due:

- 10% upon conclusion of the contract,
 - 30% upon installation work being commenced,
 - 10% upon each delivery of 25% of the material provided by PohlCon Solar for performing the contract,
 - 15% following completion of the installation of the modules,
 - 5% upon final inspection (final payment).
- 6.2. Payment of the respective invoice amount to PohlCon Solar shall be made within 14 days following receipt of the invoice. The relevant date for a payment being on time shall be the date of receipt of payment by PohlCon Solar.
- 6.3. The contract partner agrees that the invoice may be sent in electronic form (by e-mail).

- 6.4. The contract partner must check all invoices immediately for their correctness and completeness. Objections against an invoice must be raised in writing within the payment period. Otherwise, any formal objections to the invoice by the contractual partner shall be excluded after this period.
- 6.5. If VAT is payable, payments must be made plus the statutory VAT applicable at the time of delivery.
- 6.6. If payments are not made on time, PohlCon Solar shall be entitled to demand immediate cash payment for all deliveries. The same shall apply in the case of circumstances which cast reasonable doubt on the creditworthiness of the contract partner.
- 6.7. If the contract partner decides to pay by SEPA company direct debit, he must provide PohlCon Solar with the current SEPA forms filled out and signed. The collection shall take place on the date stated for this on the invoice. This notification of the date on the invoice shall be sufficient as notification of the planned debit (prenotification). The Contract Partner must ensure that there are sufficient funds in the designated account.
- 6.8. Offsetting against counterclaims shall only be permitted in the case of undisputed or legally established counterclaims.

7. Retention of title

- 7.1. PohlCon Solar shall retain the title to the delivered goods until such time as all of the claims it is entitled to from the business relationship, irrespective of the legal basis therefor, have been settled in full.
- 7.2. The contracting partner shall be entitled to process or combine the products of PohlCon Solar with other products within the scope of his business operations. PohlCon Solar shall obtain co-ownership based on the value ratio in any items resulting from such processing or combining in order to safeguard its remuneration claims, and the contract partner hereby already transfers any such co-ownership to PohlCon Solar.
- 7.3. The contract partner shall be entitled to the resale in normal business, either for cash payment or by way of retention of title. The contract partner already assigns to PohlCon Solar all claims with subsidiary rights to which they are entitled from the resale. If products belonging to PohlCon Solar are resold together with other goods, the purchase price claim in the amount of the price of the products of PohlCon Solar is assigned. The assigned receivables serve to secure all claims from the business relationship. The contract partner shall be entitled to collect the assigned claims.
- 7.4. At PohlCon Solar's request, the contract partner must immediately inform PohlCon Solar in writing to whom he has sold any goods that are in PohlCon Solar's ownership or co-ownership and which claims he is entitled to from the resale, and also issue PohlCon Solar with publicly certified documents on the assignment of the claims at his own expense. The contracting partner must notify PohlCon Solar immediately of any distraints or other legal impairments of the objects or demands belonging to PohlCon Solar either wholly or in part.
- 7.5. PohlCon Solar shall be entitled to revoke the rights from this section in case of default of payment or any other culpable violation of the contract duties by the contract partner and to demand the surrender of the goods that are in PohlCon Solar's reservation of title or co-ownership.
- 7.6. If the value of the securities existing for PohlCon Solar exceeds their claims in total by more than 10%, PohlCon Solar will release securities of its choice to this extent at the contract partner's request.
- 7.7. If the retention of title is not effective according to the law in whose jurisdiction the goods are located, a security corresponding to the retention of title in this jurisdiction shall be deemed as agreed. If the cooperation of the contractual partner is necessary for the creation of such rights, the contractual partner shall take all measures necessary to create and maintain such rights.

8. Complaints/claims for defects/liability

- 8.1. If PohlCon Solar does not also carry out the assembly, the contracting partner shall examine the product immediately after receipt to check that they conform to contract, in particular sorts, quantity and weight divergences as well as recognizable material defects. Recognizable defects must be indicated to PohlCon Solar immediately after discovery in writing under immediate cessation of any processing. If this does not happen, the product shall be deemed to have been approved.
- 8.2. Where performance is defective, PohlCon Solar shall remedy the defect under warranty primarily by either, at its choice, repairing the defect or delivering a non-defective replacement (subsequent performance). The contracting partner shall only be entitled to assert that subsequent performance has failed, if two subsequent performance attempts have also failed or if a reasonable period has elapsed since the notice of defect without subsequent performance attempt. In case of doubt, a period of time which corresponds to the contractual period of performance is reasonable.
- 8.3. Any products in respect of which a complaint is made must be handed over for inspection purposes. Any expenses necessary for the purpose of the examination shall be borne by PohlCon Solar, if the goods were defective. PohlCon Solar can demand that any costs arising from an unjustified demand to remedy a defect are reimbursed. This does not apply where the fact that the notice of defect was unjustified was not apparent to the contract partner.

- 8.4. In the event of a defective item being delivered, the contract partner's claims for reimbursement of the necessary expenses for the removal of the defective and the installation of the repaired or delivered defect-free item (reimbursement of expenses) are excluded if the contract partner was aware of the defect when the defective item was installed or attached. If the reason the contract partner was unaware of a defect was due to gross negligence, then they can only assert rights in respect of this defect if that defect was maliciously not mentioned by PohlCon Solar or where PohlCon Solar provided a guarantee for the properties of that item.
- 8.5. If the work is not intended for a building, the limitation period for contractual warranty claims shall be one year. The same shall apply in respect of claims for the reimbursement of expenses of the contractual partner pursuant to section 445 a BGB (German Civil Code), provided that the last contract in the supply chain is not a consumer purchase agreement.

9. Liability for damages

- 9.1. Where liability is subject to any fault, then such liability of PohlCon Solar in respect of compensation shall be limited in accordance with this subsection.
- 9.2. PohlCon Solar shall not be liable in cases of simple negligence of its organs, legal representatives, employees or other agents, unless this relates to a violation of essential contractual duties. Essential duties are the obligation to the timely performance, their freedom from defects, which impair their functionality or usability more than only insignificantly, as well as consultation, protection and care duties, which are supposed to make the contractual use of the performance possible for the contracting partner or which aim at the protection of body or life of personnel or the protection of the property of the contracting partner from considerable losses.
- 9.3. Where PohlCon Solar gives technical information or becomes active in an advisory capacity and this information or advice is not part of the contractually agreed scope of performance owed by it, this happens free of charge and under exclusion of any liability.
- 9.4. PohlCon Solar shall be liable for any solar modules or other materials and equipment made available by third parties, as stipulated in section 690 of the German Civil Code (BGB).
- 9.5. Any liability for losses arising from soil changes, including in particular settlement, is excluded.
- 9.6. To the extent that PohlCon Solar is liable on the merits, then such liability shall be limited to such losses as were foreseen by PohlCon Solar as potential consequences of a breach of contract, or which they ought reasonably to have foreseen. Moreover, indirect losses and consequential losses, which arise from defects in the performance of the contract, shall only give rise to replacement where such losses could be typically foreseen when the contract product is used as intended.
- 9.7. In cases of liability due to negligence, the obligation of PohlCon Solar to provide a replacement for the damage and any further losses resulting therefrom shall be limited to an amount of EUR 10,000,000 per instance of loss. This shall also apply if a material duty of the contract has been breached.
- 9.8. The above exclusions and limitations of liability apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of PohlCon Solar.
- 9.9. These liability exclusions and limitations do not apply to liability arising from intentional or grossly negligent behavior, in respect of guaranteed characteristics, in cases of injury to life, body or health or according to the product liability law or for data protection-legal claim bases.

10. Additional conditions for assembly work

- 10.1. Services of the contracting party
By placing the order, the contractual partner assures the following services free of charge for PohlCon Solar:
 - provision of a German-speaking site manager authorised to give instructions (including hourly wage work, supplements and technical specifications) and take measurements on site;
 - guarding the site;
 - coordination with other trades;
 - measuring the building site;
 - Siteworks, comprising site toilet, fence, lights (where necessary), site water, and site power;
 - Completion of all advance construction work - setting up access routes and earth works - where required - are the responsibility of the Principal
 - ensuring continuous assembly without interruptions during normal working hours;
 - lockable, illuminated room for storing tools and small materials;
 - sufficient space for team and, if necessary, office containers.
- 10.2. Acceptance and measurement
The contracting partner shall take measurements for assembly works together with PohlCon Solar and to agree these - if necessary by way of partial acceptance before these are concealed by subsequent work or used by following trades. Otherwise, the acceptance of this service shall be deemed to have taken place after the expiry of six working days after the beginning of the use or the concealment. Self-contained construction sections, levels or

assembly sections must also be measured and accepted together after completion. The costs for a repeated journey requested by the contract partner for checking the measurement or the acceptance are to be borne by the contract partner.

10.3. Interruptions of construction work/insufficient clearance for construction

PohlCon Solar shall be entitled, in the case of interruption of construction for which it is not responsible, to demand partial acceptance and partial remuneration (material costs without assembly costs) or the surrender of a lockable storage room for material already delivered at its choice. Otherwise PohlCon Solar may transport the material back again at the expense of the contracting partner and (after end of the interruption) let deliver again. This shall also apply if material delivered on time cannot be installed because of lack of advance work on the part of the customer.

10.4. Subcontractors

PohlCon Solar shall be entitled to perform services through the use of qualified subcontractors.

10.5. Provision by Principal

Where the principal provides any solar modules or other materials for carrying out the work, then it is the principal who is responsible for the suitability of those materials. Where PohlCon Solar receives any solar modules on behalf of the principal, it shall carry out a sight-inspection to check for any obvious damage. However, PohlCon Solar does not accept any obligation on behalf of the principal to inspect such goods and register any complaints, as set out in section 377 of the German Commercial Code (HGB).

10.6. Provision of securities

PohlCon Solar shall be entitled to demand a builder's security pursuant to section 650 f of the German Civil Code (BGB). The Parties agreed that in such a case a reasonable period shall be deemed to be 7 banking days.

11. Data protection

PohlCon Solar processes personal data in compliance with the respectively valid data protection regulations. Detailed explanations for the processing of personal data by PohlCon Solar are contained in the separate information on data processing. The contracting parties undertake to maintain confidentiality. They undertake to only process personal data, which become known to them in the context of the contract processing, in a lawful and data protection compliant way. Furthermore, the contracting parties undertake to employ only such employees as are obliged to observe confidentiality and have been instructed accordingly.

12. Return of packaging, section 15 (1) of the German Packaging Act (VerpackG)

Pursuant to section 15 (1), sentence 1 of the Packaging Act, PohlCon Solar is required to accept returns of certain packaging, which is not covered by the system participation obligation, from the contracting party. This obligation to accept returns is limited to used, emptied packaging of the same type, shape and size as those put into circulation by PohlCon Solar. The quantity of packaging material that will be accepted as returns is limited to the extent of the packaging material provided. Where the contracting party is a consumer, this obligation to accept returns shall further be limited to the packaging of goods directly sourced from the PohlCon Solar product range. The contracting party and PohlCon Solar agree that the location for returning packaging materials shall be the respective PohlCon Solar delivery warehouse. Transport and disposal costs shall be borne by the contracting party. As far as invoicing and payment modalities are concerned, sections 6.2 to 6.5, 6.7 and 6.8 of these terms and conditions shall apply accordingly.

13. Place of jurisdiction/choice of law

The legal venue for any disputes from the business relation between the parties is the seat of PohlCon Solar. However, PohlCon Solar shall be entitled to sue at the seat of the contracting party or the delivery address/place of the building project. German law shall apply, excluding the UN Convention on the International Sale of Goods.

14. Miscellaneous

In the event that the contract or these General Terms should contain any gaps or omissions, then such legally effective provisions shall be deemed as agreed, as would have been agreed on by the Contracting Parties with regard to the commercial objectives of the contract and the purpose of these General Terms, had they been aware of such a gap or omission. In the event of any discrepancies between the English and German versions, the German version of these terms and conditions shall be authoritative.