

General

Terms and Conditions of Business

Dated 10/2023

1. Scope

1.1. These terms and conditions of business apply between us, **SOLID SOLAR ENERGY SYSTEMS GMBH, FN 522579z** (hereinafter referred to as "SOLID", "we" or "us") and natural persons and legal entities (hereinafter referred to as "customer") for the legal transaction in question and also for all future transactions with corporate customers, even if no express reference is made to these terms and conditions of business in individual cases, in particular in the case of **future supplementary or follow-up orders**.

1.2. For corporate customers, the version of our TCBs valid at the time of conclusion of the contract, available on our **homepage** (<https://solid.at/de/agb.html>), shall apply, and these TCBs shall also be sent to the customer.

1.3. We contract **exclusively** on the basis of our TCBs.

1.4. Any **terms and conditions of business of the customer** or amendments or supplements to our TCBs require our express consent – in writing for corporate customers – in order to be valid.

1.5. The customer's terms and conditions of business shall not be recognised even if we do not expressly **object to** them upon receipt.

2. Offer/contract conclusion

2.1. Our offers are **non-binding**.

2.2. **Acceptances**, assurances and guarantees from us, or agreements that differ from these TCBs in connection with the conclusion of contract only become binding in favour of corporate customers in the event of our written confirmation.

2.3. In respect of information provided in catalogues, price lists, brochures, adverts on trade fair stands, circular letters, promotional mailshots or other media (**information material**) about our products and services that did not originate from us, the customer must disclose this to us in cases where their decision to place an order is founded upon that information. In such cases, we can express a view on the accuracy of that information. If the customer violates this requirement, details of this nature are non-binding, unless declared expressly – and in writing to corporate customers – to constitute contractual content.

2.4. **Cost estimates** are provided without guarantee and are subject to a charge. Consumers are informed of the obligation

to pay costs before the cost estimate is drawn up. If an order is placed covering all the services included in the estimate, any charge for the cost estimate will be credited to the invoice concerned.

3. Prices

3.1. Prices are **not** generally to be understood as **all-inclusive prices**.

3.2. An entitlement to commensurate payment applies to services ordered by the customer that **were not covered in the original order**.

3.3. Prices are quoted exclusive of the applicable statutory **value added tax** and ex warehouse. Packaging, transport, loading and shipping costs as well as customs duties and insurance shall be borne by the corporate customer. These costs are only charged to consumers as customers if this has been negotiated in individual contracts. We are only obliged to take back packaging if this has been expressly agreed.

3.4. The customer must arrange for the proper and environmentally friendly disposal of **waste material**. If we are separately commissioned to do this, the customer shall additionally and appropriately pay for this to the extent agreed for this, and in the absence of a separate commission to do so the customer shall additionally and appropriately pay for this to the extent agreed for this in the absence of a remuneration agreement.

3.5. The agreed prices are indexed by a **share of 50%** according to the **EPI – Industrial Output Price Index – Total (B-E36)**, base year 2021, published by the Austrian Federal Statistical Office, available at <https://www.statistik.at/statistiken/volkswirtschaft-und-oeffentliche-finanzen/preise-und-preisindizes/erzeugerpreisindex-produzierender-bereich>, and by a **share of 50%** according to the **Service Producer Price Index**, ÖNACE Division 71.12 Engineering Offices, base year 2021, available at <https://www.statistik.at/statistiken/volkswirtschaft-und-oeffentliche-finanzen/preise-und-preisindizes/erzeugerpreisindex-dienstleistungen>, whereby an average of the two indices is calculated according to their weighting. They shall increase or decrease to the extent that corresponds to the change in the index from the time of conclusion of the contract to the earliest time at which the service may be invoiced. The prices adjusted in this way must be rounded up or down to whole cent amounts in accordance with standard commercial practice. The starting point is taken as the month in which the contract was concluded. If new indices are published by the Austrian Federal Statistical Office instead of the above-mentioned indices, the new indices shall apply.

3.6. The payment for continuing obligations is indexed in the same way as under clause 3.5.

3.7. In the event of a change in costs, the payment shall be adjusted for consumers

as customers in accordance with clause 3.5 and in the case of continuing obligations in accordance with clause 3.6 only as negotiated in an individual contract if the delivery must be provided **within two months** of conclusion of the contract.

3.8. Cables laid in curves are **measured** based on the outer curve. Fittings and valves are included in the pipe dimensions but are invoiced separately. The extent of the corrosion protection and coating is assumed to be equal to the extent of the pipes underneath. The extent of thermal insulation is measured on the external surfaces. Interruptions up to a maximum of 1 metre are not taken into account.

4. Goods provided

4.1. If equipment or other materials are provided by the customer, we shall be entitled to charge the customer a **surcharge** of 20% of the value of the equipment or materials provided.

4.2. The equipment and other materials mentioned under clause 4.1. are **not** covered by the **warranty**.

4.3. The customer is responsible for the quality and operational readiness of provided goods.

5. Payment

5.1. **One-third of the payment** shall be due upon conclusion of the contract, one-third upon commencement of the service and the remainder upon completion of the service unless the parties specifically agree otherwise.

5.2. The authorisation to **deduct a discount** requires an express agreement – in writing for corporate customers.

5.3. **Payment instructions** made by the customer on bank transfer slips are not binding for us.

5.4. For companies as customers, we are entitled in the case of culpable **default of payment** to charge **9.2%** points above the basic interest rate in accordance with Section 456 UGB (Austrian Commercial Code). For consumers, we charge an interest rate amounting to 4%.

5.5. We reserve the right to petition for further damages resulting from arrears in payment. In the case of consumers as customers however, only if this negotiated individually.

5.6. If the corporate customer is in default of payment under other contractual relationships with us, we shall be entitled to **suspend the fulfilment** of our obligations under this contract until fulfilment by the customer.

5.7. Furthermore, we are then entitled to **call in** all receivables from the customer for services already rendered from the current business relationship. This shall apply to customers who are also consumers only in the event that any arrears have been due

for payment for at least six weeks, and we must have served the customer an extended reminder of at least two weeks without success, having also threatened the above outcome.

5.8. The customer is only **entitled to offset payments** due against receivables due where those counter-claims have been upheld in court, or recognised by us. Where the consumer is a customer, the authority to offset payments against receivables is granted provided that those counter-claims have legally approved status in relation to the obligation of the customer to make payment, and in the event of our company becoming insolvent.

5.9. If the payment deadline is exceeded, any **reimbursements** granted (rebates, discounts, etc.) shall be forfeited and added to the invoice.

5.10. For **reminders** that are necessary and appropriate to collect the debt, the customer undertakes to pay reminder fees of €40.00 per reminder in the event of culpable default of payment provided that this is in reasonable proportion to the claim being pursued.

6. Credit checks

The customer expressly agrees that their data may be transmitted to the state-authorised creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV) exclusively for the purpose of creditor protection.

7. Customer's obligations to co-operate

7.1. Our obligation **to provide a delivery begins** as soon as the customer has established all of the structural, technical and legal **prerequisites** for performance described in the contract or in information issued to the customer prior to conclusion of contract, or that the customer should be aware of on the basis of relevant technical expertise or experience.

7.2. In particular, the customer must before the start of performance provide the necessary information on the location of **concealed** electricity, gas and **water lines** or similar devices, escape routes, other structural obstacles, other possible sources of interference, sources of danger as well as the necessary structural data and any planned changes in this regard without being requested to do so. Order-related details on the necessary information can be requested from us.

7.3. If the customer fails to comply with this **obligation to collaborate** – only in respect of the resultant incomplete performance of service arising as the result of the customer providing incorrect details – our service is then not defective.

7.4. The customer is required at their own expense to obtain the requisite approvals from third parties as well as **messages and consents** from government bodies. We point this out when the contract is concluded unless the customer has waived this or the corporate customer should have such knowledge because of training or experience.

7.5. The quantities of **energy** and water required for the performance of the service, including trial operation, shall be provided by the customer at the customer's expense.

7.6. The customer shall be liable for ensuring that the necessary **structural, technical and legal prerequisites** for the work to be produced or the object of purchase are met, which were described in the contract or in information issued to the customer prior to conclusion of contract, or that the customer should be aware of on the basis of relevant technical expertise or experience.

7.7. The customer shall make **lockable rooms** available to us free of charge for the duration of the performance of the service for the stay of the workers and for the storage of tools and materials.

7.8. Order-related details of the necessary information can be requested from us.

7.9. The customer is not entitled **to assign** claims and rights from the contractual relationship without our written consent.

8. Performance of service

8.1. We are only obliged to take into account subsequent requests for **changes and extensions** by the customer if they are necessary for technical reasons in order to fulfil the purpose of the contract.

8.2. From the outset, the customer is entitled to make technically justified minor **modifications to our scope of delivery**. This right only applies to consumers if negotiated on a case-by-case basis.

8.3. If, for whatever reason, the order is **amended** or supplemented after it has been placed, the delivery/performance period shall be extended by a reasonable period.

8.4. If the customer wishes the service to be performed within a **shorter period of time** after conclusion of the contract, this shall constitute an amendment to the contract. As a result, overtime may become necessary and/or additional costs may be incurred due to the acceleration of material procurement, and the payment shall increase appropriately in relation to the necessary additional work.

8.5. Technically (e.g. system size, construction progress) justified **partial deliveries of goods** and services are permitted and can be invoiced for separately.

9. Performance due dates and deadlines

9.1. Due dates and deadlines extend in the event of **force majeure**, strikes, unforeseeable delays by our suppliers for which we are not to blame, or other comparable events over which we have no influence, during the period of time during which such an event lasts. This does not affect the customer's right to withdraw from the contract in the event of delays of an unreasonable magnitude.

9.2. If the start of the performance of the service or the performance are **delayed** or interrupted due to **circumstances attributable to the customer**, in particular due to a breach of the duty to co-operate pursuant to clause 7 of these TCBs, the performance periods shall be extended accordingly and the agreed completion dates shall be postponed accordingly.

9.3. We shall be entitled to charge 1.5% of the invoice amount, but at least €150.00, for each month of delay in performance commenced, for the **storage** of materials, equipment and the like at our company that this necessitates, whereby the customer's obligation to pay and their obligation to accept shall remain unaffected by this.

9.4. Any delivery and completion deadline for corporate customers is only **binding** if compliance with it was agreed expressly in writing.

9.5. Any **delay** by us with contractual compliance entitles the customer to withdraw from the contract after setting an appropriate period of notice. Such a period of notice must be delivered in writing (by registered letter in the case of corporate customers), accompanied by the threat to withdraw from the contract.

10. Reference to limitation of the scope of delivery

10.1. In the course of installation and repair work, damage can occur

(a) on existing pipes, piping, valves, sanitary equipment and equipment as a result of unrecognisable conditions or material defects

(b) during breaking or chiselling work in bondless masonry. We shall only be responsible for such damage if we have culpably caused it; in the case of entrepreneurs only if there is at least blatant gross negligence.

11. Makeshift repairs

11.1. In the case of makeshift repairs, there is only a very limited durability depending on the circumstances.

11.2. In the event of makeshift repairs, the customer must arrange for professional repairs to be carried out immediately.

12. Ownership of risk

12.1. **Section 7b Consumer Protection Act (KSchG) applies to ownership of risk** if the goods are sent to the consumer.

12.2. The risk shall pass to the corporate customer as soon as we hold the object of purchase, the material or the work as ready for pickup at the factory or warehouse, deliver it ourselves or hand it over to a carrier.

12.3. The corporate customer will insure himself against this risk accordingly. We undertake to take out transport insurance at the customer's written request and expense. The customer authorises any customary shipping method.

13. Default in acceptance

13.1. In cases where the customer defaults in acceptance by more than two weeks (refusal of acceptance, delay in advance performance or similar), and if the customer then failed, after being granted a reasonable extension, to remedy those circumstances for which they are responsible that delay or prevent delivery of goods or services, we may then, without disrupting the contract, **find a different use for the devices and materials** specified for the delivery of that service, provided that we in the event that service delivery should be resumed, obtain replacements within a reasonable period of time given the prevailing circumstances.

13.2. If the customer is in default of acceptance, we are also entitled to **store** the goods with us if we insist on fulfilment of the contract, for which we are entitled to a storage fee of 1.5% of the invoice amount, but at least €150.00.

13.3. This does not affect our right to ask for prompt repayment against services rendered and **to withdraw** from the contract after serving an appropriate period of notice.

13.4. In the event of a justified withdrawal from the contract, we may demand lump-sum **compensation** amounting to 10% of the order value plus VAT from the customer without proof of the actual damage. The obligation to pay compensation in the case of an entrepreneur is independent of fault.

13.5. A **higher level of compensation** may justifiably be claimed. This right only applies to consumers if negotiated on a case-by-case basis.

14. Retention of title

14.1. The goods supplied by, installed by or otherwise handed over by us remain our property until full and final payment has been received.

14.2. **Onward sale** is only permitted if this was announced to us in good time and in advance, stating the name and address of the purchaser, and if we consent to that sale. If we do grant consent, the purchase

price receivable is considered to have been **discharged** in favour of us.

14.3. The customer must note this **assignment** in their books and on their invoices until full payment of the remuneration or purchase price and **inform** their debtors of this. Upon request, they shall provide the contractor with all documents and information required to assert the assigned claims and entitlements.

14.4. If the customer falls into payment arrears, we are entitled, after first serving an appropriate period of notice, to demand return of the retained goods. With regard to consumers who are customers, we are only entitled to exercise this right if at least one of the payments in arrears of the customer has been due for at least six weeks and we have discharged our obligation to serve notice of possible legal action of at least two weeks, to no effect.

14.5. The customer must notify us immediately of any **bankruptcy proceedings** being opened on their assets and of any **pledging** of the retained goods.

14.6. We are entitled to apply our retention of title by entering the **location where the retained goods are held**, subject to this being just and reasonable to the customer, and subject to appropriate advance notice having been provided.

14.7. Necessary **costs** incurred by commensurate legal action shall be met by the customer.

14.8. In the application of this retention of title, a **withdrawal from the contract** only applies if one has been agreed explicitly.

14.9. We are entitled at our own discretion **to make** the best possible **use** of the retained goods taken back in favour of corporate customers.

15. Third-party property rights

15.1. If the customer creates **intellectual property** or documents and if third party property rights are applied successfully to such creations, we are authorised to cease manufacturing the item being supplied at the risk of the customer until such time as the rights of third parties have been clarified, and to claim reimbursement of necessary, related costs incurred by us, unless such claims are manifestly unjust.

15.2. The customer shall **indemnify and hold us harmless** in this regard.

15.3. We are entitled to demand from our corporate customers commensurate **advance payments** towards the cost of any court action that may prove necessary.

15.4. For delivery items which we manufacture **according to customer documents** (design information, drawings, models or other specifications etc.), the customer alone shall guarantee that the manufacture of these delivery items does not infringe on third party property rights.

15.5. If third party property rights are nevertheless asserted, we shall be entitled to

discontinue the manufacture of the delivery items at the customer's risk until the rights of third parties have been clarified unless it is obvious that the claims are unjustified.

15.6. We may also claim compensation from the customer for necessary and useful **costs** incurred by us.

16. Our intellectual property rights

16.1. **Plans**, sketches, cost estimates and other documents provided by us or created by our contribution shall remain our intellectual property.

16.2. The use of documents of this kind other than intended use, and in particular the **dissemination**, reproduction, publication and provision to others, even of partial copies, requires our explicit consent.

16.3. The customer also undertakes to observe **confidentiality** towards third parties in respect of the knowledge they acquired during the business relationship.

17. Warranty

17.1. The provisions regarding the legal warranty apply. The **warranty period** for our deliveries to corporate customers is one year from handover.

17.2. The timing of this **handover**, in the absence of any agreement to the contrary (e.g. formal acceptance), shall be the time of completion and at the latest by the point where the customer has assumed jurisdiction over the goods or services or has declined to accept the handover without providing reasons.

17.3. If a joint handover is planned and the customer fails to attend the handover date notified to the customer, the handover shall be deemed to have taken place on this date.

17.4. **Rectifications** of a defect alleged by the customer do not constitute recognition of the defect that is alleged by the customer.

17.5. To remedy a defect, we shall be accorded the right by the corporate customer to make at least **two attempts**.

17.6. If the allegations of a defect made by the customer are not justified, the customer is obliged to reimburse us for the **costs** incurred to determine freedom from defects or to take remedial action.

17.7. The corporate customer must always **provide evidence** that the defect was already present at the time of handover.

17.8. In order to rectify defects, the customer must make the system or equipment **accessible** to us without culpable delay and give us the opportunity to inspect it – either by us or by an expert appointed by us.

17.9. **Defects** in the delivery item which

the corporate customer has discovered or should have discovered in the ordinary course of business after delivery by inspection must be **reported** to us in writing immediately, at the latest within 7 days of handover. Concealed defects must also be notified to us within this reasonable period of time after detection.

17.10. Any **use or processing** of the defective item that poses the threat of more extensive damage or that makes it difficult or impossible to evaluate the cause must be terminated immediately by the customer unless such a course of action could not reasonably be expected. If a **defect-related claim** is not submitted in time, the goods in question are deemed to have been approved.

17.11. If **allegations of a defect** made by the customer are not justified, the customer is obliged to reimburse us for the **costs** incurred to determine freedom from defects or to take remedial action.

17.12. We can avert a **request for cancellation** by improvement or reasonable price reduction provided that the defect is not significant and irreparable.

17.13. If the items are manufactured on the basis of **information**, drawings, plans, models or other specifications of the **customer**, we shall only provide a warranty for performance in accordance with the conditions.

17.14. The fact that the work is not fully suitable for the agreed use does not constitute a defect if this is based solely on actual circumstances **that deviate** from the **information** available to us at the time of performance because the customer does not fulfil their obligations to cooperate.

17.15. The defective delivery or samples of it – to the extent that this is economically viable – must be **returned** to us by the corporate customer.

17.16. The corporate customer shall meet the full cost for **return transport** of the defective item to us.

17.17. Customers are obliged to enable us **to immediately assess the defect**.

17.18. Warranty cover is excluded if the technical systems of the customer such as supply lines or wires are not in technically optimum and operational condition or are not **compatible** with the items supplied if this circumstance is the cause of the defect.

18. Liability

18.1. For breach of contractual or pre-contractual obligations, in particular due to impossibility, default etc., we shall only be liable for **financial losses** in cases of intent or gross negligence and towards corporate customers only in cases of intent and blatant gross negligence.

18.2. Liability towards corporate customers is **limited** to the maximum liability amount of any liability insurance taken out

by us.

18.3. This restriction also applies in relation to the damage to a physical item that we have **accepted for processing**. However, this only applies to consumers if this has been negotiated in an individual contract.

18.4. Claims for damages by corporate customers must be asserted in court within two years otherwise they shall lapse.

18.5. This liability exemption also covers all claims against our **employees**, representatives and agents as a result of damage inflicted on the customer without reference to a contract existing between themselves and the customer.

18.6. Our liability is excluded in respect of damage caused by **improper handling** or storage, excessive strain, failure to follow operating and installation specifications, defective installation, commissioning, maintenance or servicing by the customer or by third parties not authorised by us, or natural wear and tear if the damage resulted from such events. The liability waiver also applies to any failure to carry out necessary maintenance unless we accepted a contractual obligation to perform maintenance work.

18.7. If and to the extent that the customer can claim **insurance benefits** for damage for which we are liable through its own damage insurance or damage insurance taken out in its favour (e.g. liability insurance, comprehensive insurance, transport insurance, fire insurance, business interruption insurance and others), the customer undertakes to make use of the insurance benefit and our liability shall be limited to the disadvantages incurred by the customer as a result of making use of this insurance (e.g. higher insurance premium).

18.8. Those product characteristics are owed that can be expected by the customer from us, third-party manufacturers or importers with regard to the approval regulations, operating instructions and other product-related instructions and information (in particular also inspection and maintenance), taking into account the customer's knowledge and experience. The customer as a reseller must take out adequate insurance for product liability claims and indemnify and hold us harmless with regard to recourse claims.

19. Severability clause

19.1. In the event of parts of these TCBs becoming ineffective, this shall not affect the **validity** of the remaining parts.

19.2. We and the corporate customer jointly undertake already at this point in time – based on the premise of there all being reasonable parties to contract – to find a **replacement provision**, one that most closely reflects the intended business outcome of the ineffective provision.

20. General

20.1. Austrian law shall apply **exclusively**.

20.2. The UN Sales Convention is excluded.

20.3. The **place of performance** is our company headquarters at 8020 Graz, Austria.

20.4. The **court of jurisdiction** for any and all disputes that may arise from the contractual relationship or from future contracts between us and the corporate customer shall be the locally competent court for our headquarters. The place of jurisdiction for consumers, insofar as their place of residence is within the country, is the court whose judicial district is the usual place of residence or work of the consumer.

20.5. The customer must notify us immediately in writing of any **changes** to their name, company name, address, legal form or other relevant information.

20.6. The continuing consequences of the COVID-19 pandemic (force majeure) are recognised by the customer and us, and this has been incorporated into the basis of the transaction. The customer explicitly declares that they agree to the legal consequences in case of default of acceptance (especially according to clause 13).

20.7. Language in the masculine form applies equally to both genders.
