

# General Terms and Conditions

## 1. Scope

(1) These General Terms and Conditions shall apply exclusively and also for all future business transactions with the Buyer. In general we do not recognize conflicting or differing terms and conditions of the Buyer and it is not necessary to exclude said terms and conditions from the contract again in the individual case unless we have expressly agreed to their validity in writing. This shall also apply for unilateral provisions in the Buyer's terms and conditions for the content of which provisions our Terms and Conditions contain no effective provision, unless these unilateral provisions are customary or correspond to statutory provisions. In so far as our Terms and Conditions contain no effective provisions the statutory provisions shall be applicable exclusively. This shall apply even if in knowledge of terms and conditions of the Buyer that conflict with or differ from our Terms and Conditions we make deliveries to Buyer without reservation. This shall not constitute acceptance of these terms and conditions.

(2) Our Terms and Conditions are valid only with respect to commercial and/or professional partners as such.

## 2. Offer and conclusion

(1) Our offers are always subject to contract.

(2) All agreements between us and the Buyer are to be made in writing or in text form (e.g. email). In the course of those General Terms and Conditions the term "in writing" shall encompass text form. If employees of ours who do not have general powers of representation (managing director, authorized signatories) make representations, these shall become binding only upon written confirmation by a person having powers of representation.

(3) Obvious errors and typographical, printing and calculation errors that occur when we produce an offer or order confirmation shall not be binding upon us.

## 3. Prices

(1) We calculate prices according to our price list which is valid on the day of shipment unless other prices are agreed in writing. Prices are quoted ex works or warehouse inclusive of loading and packaging, excluding freight and VAT at the respective statutory rate.

(2) If, following conclusion of the contract with our Buyer, our suppliers increase their prices in a way which is legally unobjectionable, then we shall also be entitled to demand a corresponding increase in the agreed price from our Buyer, thereby passing on our supplier's price increase. This shall not apply if we have already issued an invoice for our supplies and services.

The same shall apply for increases in charges of all kinds, public levies, taxes, duties and similar.

(3) An order is considered binding if there is no objection to our order confirmation within a period of 5 working days. If an objection or a cancellation of the whole or part of the order occurs after this period, we are entitled to charge cancellation fees of up to 20% of the value of the goods.

(4) Our invoices shall be considered as accepted if not objected to in writing within 14 days of receipt.

## 4. Terms of payment

(1) Unless otherwise agreed, our invoices are payable upon receipt of the invoice without any deduction.

(2) If payment is not made within the payment term, we shall be entitled to charge default interest at a rate of 8 % above the respectively applicable base rate (Basiszinssatz, § 247 German Civil Code). We reserve the right to assert additional losses due to delay.

(3) We are entitled to assign our claims to a factor. In this case, payments repaying the debt can be made only to the factor. Bank details are to be taken from the notice appearing on the invoice.

Payments shall be considered made starting on the day on which we or the factor have free access to the funds. Payments by the Buyer shall be credited in all cases according to § 366 sec. 2 German Civil Code.

(4) We and respectively the factor periodically conduct balance confirmation activities in respect of open receivables from the Buyer. If the notified balance is not objected to in writing within 14 days of receipt of our letter, the notified balance shall be considered confirmed.

(5) Following conclusion of the commercial dunning procedure, we or respectively the factor shall be entitled to assign the procedure to a company specialized in debt collection. In this case the Buyer shall pay the customary fees for the debt collection.

(6) Buyer may set-off only with a claim that is undisputed or recognized by legally binding judgment. Buyer is entitled to a right of retention only if it is based on the same contractual relationship from which our payment claim results.

## 5. Shipment, packaging, passing of risk and partial deliveries

(1) We shall determine the route and means of shipment as well as the forwarding agent and freight carrier. The delivery of the goods shall be ex works at buyer's expense and risk, unless otherwise agreed in writing. The risk of accidental destruction and accidental deterioration passes to the buyer upon dispatch of the goods.

(2) If pickup by the Buyer is agreed, once goods are notified ready for dispatch they must be collected

immediately. Otherwise we shall be entitled, at our discretion, to ship or store the goods at Buyer's expense and risk and to bill immediately.

(3) We are entitled, to a reasonable extent, to make partial deliveries and to invoice them separately.

(4) Buyer is responsible for the disposal of the packaging and will bear the costs and obligations resulting hereof.

## 6. Delivery periods and dates, discharge from performance

(1) The agreed delivery periods and dates do not mean a transaction for delivery by a fixed date unless we have expressly agreed to this in writing.

(2) Delivery periods begin with the date of the final and complete order confirmation. If Buyer has still to provide items or documents for the execution of the order (e.g. component parts, drawings, permits from public authorities or similar), then the delivery period agreed by us will not begin until the day on which all parts and/or documents to be provided by the Buyer have been received by us. Delivery periods and dates are met if the goods have been dispatched by us on time or, if goods are to be delivered ex works/warehouse, if we have the goods ready for dispatch there. We shall not assume liability for any delay in transport for which we are not responsible.

(3) Our delivery commitment is subject to our orders being delivered to us in their entirety and on time unless the non-delivery or delay in delivery is our fault.

(4) Circumstances beyond our control, all cases of force majeure (especially strike, lockout, lack of raw materials or energy and operational problems) and disruptions or restrictions among one or more upstream suppliers shall discharge us from our delivery commitment for the duration of the disruption and in the extent of its impacts. In such cases we undertake to inform Buyer immediately if it becomes apparent that the agreed delivery time cannot be met. Buyer may thereupon withdraw from the contract if, for our part, following a corresponding request by the Buyer, it is not immediately stated whether we wish to withdraw or deliver within a reasonable period. In this case claims for damages because of delay or instead of performance shall be excluded. In the case of orders where fulfillment comprises multiple individual deliveries, the non-fulfillment, defective fulfillment or late fulfillment of a delivery shall not affect other deliveries in the order. If as a result of delivery problems of the kind mentioned above, the quantities of goods at our disposal are not sufficient to deliver all ordered quantities then we shall be entitled to make cuts in the quantities to be supplied without this resulting in a further delivery commitment.

## 7. Reservation of title

(1) We retain ownership of the goods until full payment of all claims with respect to Buyer resulting from the business relationship including claims arising in future, also from contracts concluded at the same time or at a later date. The inclusion of individual claims in an ongoing invoice or balance confirmation and its acknowledgement shall not nullify the reservation of title. In this case the goods subject to reservation of title shall serve as a security for our claims from the current account.

(2) Goods subject to reservation of title are to be stored properly, separately from the property of the Buyer and of third parties and marked as our property. Any occurrence of damage is to be notified to us immediately. If the Buyer has insured the goods subject to reservation of title, claims resulting from the insurance contract are hereby assigned to us until the settlement in full of all claims resulting from the business relationship.

(3) Buyer is entitled to process, or, subject to the usual terms and conditions and to reservation of title, to resell the goods subject to reservation of title in the ordinary course of business.

(4) If the goods subject to reservation of title are processed with items not belonging to us, we shall be entitled to co-ownership of the new object in the ratio of the invoice value of the goods subject to reservation of title to the invoice value of the other goods and the processing value.

In addition, the same applies to the object created as a result of processing as for the goods supplied subject to reservation of title.

If our ownership is extinguished as a result of combining, mixing or blending the goods subject to reservation of title with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the goods subject to reservation of title to the other combined or mixed objects at the time of the combination or mixing. If combination or mixing is carried out in such a way that the Buyer's object is to be considered the main object, then it is considered agreed that the Buyer shall transfer co-ownership to us on a proportionate basis. Buyer shall store the sole property or joint property created in this way for us free of charge.

(5) Buyer hereby assigns to us all claims accruing to him from resale with respect to his customers or third parties to the total amount (including value-added tax) of our claims, and moreover irrespective of whether the goods subject to reservation of title have been sold without or following processing, mixing or combination. If Buyer makes a current account agreement with his customers that allows the claim from the resale of goods supplied by us to become absorbed in a current account claim, then the claim that arises from the current account agreement in the Buyer's favour shall be considered assigned to us in the amount of our claim. The claims resulting from resale shall serve as security in the same extent as the

goods subject to reservation of title. Until revocation, Buyer is entitled to recover claims resulting from resale.

(6) In the event of attachments or other interventions by third parties concerning the goods subject to reservation of title, Buyer is to inform us immediately in writing. At our request, Buyer is to provide us with all required information concerning his inventory of goods to which we retain ownership or co-ownership and claims assigned to us per para. (5), and to grant us access to his premises for the purposes of viewing and transporting away the goods subject to reservation of title.

(7) If Buyer falls into default with payments reaching a level of 10 % of our claims, we shall be entitled to prohibit the processing, resale and taking away of the goods delivered subject to reservation of title and to take these back. The taking back of goods subject to reservation of title shall constitute withdrawal from the contract. We are likewise entitled to withdraw the direct debit authorization. In this case the Buyer is under obligation immediately to inform his customers of the assignment of the claims to us and provide us with all the information necessary for collection along with the accompanying documentation.

(8) We undertake, if requested by the Buyer, to release securities to which we are entitled to the extent that the realizable net value of our securities exceeds the securitized claims by more than 10 %; the selection of which securities to release is for us to decide.

## 8. Warranty and notice of defects

(1) Unless agreed otherwise, the contractual properties of the goods are specified in our product descriptions. Public statements, recommendations or third-party advertising are irrelevant in this respect. The specifications, drawings, illustrations, technical data, weights, measures and the benefit of third parties, catalogues, circulars and advertisements shall be binding only if they are confirmed in the order confirmation or in the written offer. Moreover, they shall be considered to be warranted properties within the meaning of § 443 German Civil Code (guarantee) only if we have expressly stated this in writing.

(2) We are entitled to change the technical specifications and appearance of our products without notifying the Buyer provided that the properties determining the products' value and function are retained appropriately and no contrary wish of the Buyer's is discernible to us.

(3) Buyer is to check the delivered goods immediately for incorrect quantities, damage in transit or obvious defects and to inform us of any findings of this kind immediately upon receiving of the goods. If goods are damaged or quantities are incorrect, Buyer is to obtain acknowledgement in writing from the forwarder or his representative upon receipt of the goods. In the event of hidden defects, the notice of defects must be

submitted in writing immediately following their discovery, enclosing documentary proof, and no later than the end of the warranty period. If Buyer negligently violates his duty to check and notify, then for this reason alone any liability resulting from such objections shall lapse for us unless there is responsibility on our part for gross negligence or intent by a legal representative or vicarious agent which is the cause of the damage.

(4) A notice of defects is to contain the following pieces of information: date and number of our order confirmation, delivery note or invoice, production, commission or serial number of the goods in question, description of the individual defects.

(5) Buyer is under obligation initially to accept delivered goods even if obvious defects, damage in transit or incomplete deliveries are found, unless we have declared our agreement to their immediate return. If Buyer gives us no opportunity to examine the defect on site and in situ, all claims due to defects shall lapse. Persons appointed to check for defects shall not be entitled to acknowledge defects with binding effect for us

(6) If there is a defect in the goods, we are initially entitled to rectify defects or make a replacement delivery. The choice of the method of subsequent performance is at our discretion provided that Buyer has no justified interest in a particular method of subsequent performance. If the subsequent performance fails, Buyer may choose between a reduction in the purchase price and withdrawal from the purchase contract. In the case of slight defects withdrawal shall be excluded. If Buyer chooses withdrawal, further additional claims for damages or reimbursement of expenses shall be excluded. Provided we cannot be imputed with fraudulent intent, claims for damages instead of performance shall be limited to the difference between the purchase price and the value of the defective goods.

(7) We make no warranties with regard to damages arising from improper use, incorrect storage or negligent handling. If, despite a defect, the delivery item is still used, then we shall be liable only for the original defect but not for such damages arising as a result of the continued use.

(8) In so far as Buyer has sold the goods and a notice of defects is by his customer, we shall exempt Buyer from his warranty expenses to the extent that claims against us exist in accordance with the law and these terms and conditions. In particular we shall make replacement goods available for the subsequent performance step by step as the goods that were objected to be returned to us. We reserve the right to settle by means of an appropriate flat payment the Buyer's warranty expenses which are to be reimbursed by us over and above the replacement of the goods. The occurrence of a warranty claim from a customer of Buyer is to be demonstrated to us with the customer's written confirmation and a detailed description of the defective goods, otherwise any

warranty claims against us shall lapse.

#### 9. General liability limitation, statute of limitations

(1) We shall be liable without limitation to pay compensation for violation of contractual and non-contractual obligations in the event of fraud, intent, or gross negligence. In so far as we negligently violate an obligation that goes to the essentials of the contract, our liability to pay damages shall be limited to the damages that are foreseeable and typical for the contract. Further additional claims shall be excluded. This does not affect our statutory products liability, liability resulting from a guarantee or on account of personal injury.

(2) Our warranty and liability shall lapse if our goods have been modified by the Buyer or third parties, unless the Buyer demonstrates to us that the modification has had no influence on the occurrence of damage.

(3) Warranty claims against us shall be subject to the statute of limitations one year after the transfer of risk to the Buyer. This also applies for claims for damages based on defects in our goods and which are limited in amount per para. (1). Moreover, claims against us shall be time-barred at the latest upon expiry of the statutory limitation periods.

#### 10. Place of performance, place of jurisdiction, applicable law

(1) The place of performance for our deliveries shall be: for delivery ex works, the works supplying the goods; for delivery ex stock the location of the respective warehouse.

(2) The place of performance for all payments and place of jurisdiction for all disputes arising between the parties is Prenzlau, Germany. However, we or a factor called in by us shall be entitled to file a complaint against the Buyer at his general place of jurisdiction or at the general place of jurisdiction of the factor.

(3) The contractual relationships are subject exclusively to the laws of the Federal Republic of Germany, with the exception of the UN- Convention of the International Sale of Goods.

#### 11. Data processing

We hereby give notice that personal data relating to the contractual partner that is acquired in the course of the business relationship shall be stored by us in accordance with the policy of the European general data protection as well as the regulation of the Bundesdatenschutzgesetz (German Federal Data Protection Act). For further information on data protection at aleo solar GmbH please refer to our privacy policy – <https://www.aleo-solar.com/data-privacy>