

General Terms and Conditions as of January 1, 2021 of PVStrom Solar Investments GmbH & Co. KG
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1. Validity

The following provisions apply to contracts concluded with PVStrom. Deviating or supplementary agreements require express acknowledgment by PVStrom, including any conflicting terms and conditions of the customer. No oral side agreements exist between the parties at the time of contract conclusion.

2. Offer

Offers and cost estimates are non-binding. PVStrom reserves ownership and copyright of these documents. They may not be disclosed to third parties without express consent from PVStrom. If no contract is concluded, they must be returned in full to PVStrom upon request. Specifications of our goods (technical data, dimensions, etc.) are approximate and non-binding unless explicitly guaranteed in writing.

3. Prices

All prices are quoted in euros, exclusive of VAT applicable at the time of delivery. Packaging, shipping, and transport costs, including transport insurance, are borne by the customer. Price changes are reserved.

4. Payment Due Date

Invoices, unless otherwise agreed in writing, are payable net without deduction upon receipt of the goods or upon installation on the day of delivery/installation. Bills of exchange and checks are considered payments only upon being cashed.

5. Offsetting and Retention

Offsetting against disputed or non-legally established counterclaims is not permitted. Retention of payments by the customer in commercial transactions is only permitted based on the same legal relationship in cases of undisputed or legally established counterclaims.

6. Default of Payment

Payments due must be made within seven days of delivery or installation. If the buyer defaults on payment, we are entitled to charge interest at a rate of 5% above the applicable base interest rate; for entrepreneurs or other entities under § 310(1) sentence 1 of the German Civil Code (BGB), the rate is 8% above the base rate. We reserve the right to prove and claim higher default damages. If the buyer is partially or entirely in arrears, we are entitled—after an unsuccessful grace period—to withdraw from the contract. We also reserve the right to withdraw if we become aware of circumstances that significantly reduce the buyer's creditworthiness. In case of withdrawal, we are entitled to mark, separately store, and retrieve the delivered goods at the buyer's expense. The buyer hereby agrees that people authorized by us for collection may enter and access the premises where the goods are located.

7. Delivery Periods

Delivery periods begin on the date of contract conclusion, provided that all necessary documents, services, or actions to be provided by the customer have been received. Subsequent changes or additions by the customer reasonably extend the delivery period. Delivery periods are also extended in the event of adverse weather conditions, labor disputes, force majeure, or unforeseeable obstacles outside PVStrom's responsibility. This applies even if such obstacles occur during an already existing delay.

8. Partial Delivery, Transfer of Risk, Transport Damage

Partial performance and partial deliveries within the agreed or applicable delivery period by PVStrom are permitted. Risk is transferred to the customer at the latest upon dispatch of the goods, even if PVStrom handles transport and delivery. The buyer is obligated to inspect the goods immediately for visible transport damage and completeness. Visible damage must be confirmed by the delivery agent. Hidden damage must be reported in writing to the carrier within three days of receipt, with a copy sent to PVStrom. Delivered goods must be accepted by the customer even if they have minor defects, without prejudice to warranty rights.

9. Acceptance, Refusal, Default

The customer must promptly inspect and accept PVStrom's deliveries and services upon receipt or notification of readiness. A signed delivery note constitutes acceptance. If acceptance is refused, the service or delivery shall be deemed accepted upon receipt. If the customer does not accept the contractual item on time, PVStrom may set a reasonable grace period after which the goods/services may be otherwise disposed of and the customer supplied within a reasonably extended timeframe. This does not affect the right to withdraw from the contract or claim damages for non-performance under statutory conditions. If PVStrom claims damages for non-performance, it may demand 25% of the agreed price for services/deliveries not provided, plus the compensation for services and deliveries already rendered, plus statutory VAT, without requiring proof of damage, unless PVStrom has suffered no damage or only significantly lesser damage. PVStrom expressly reserves the right to claim higher actual damages.

10. Retention of Title

10.1 The goods delivered by us remain our property until all claims arising from the specific order have been fulfilled. For entrepreneurs and other persons within the meaning of § 310 (1) sentence 1 of the German Civil Code (BGB), we retain ownership until all claims arising from the business relationship have been fulfilled, regardless of the legal basis.

10.2 The buyer undertakes to sell the reserved goods only in the ordinary course of business, under their normal business conditions, and only as long as they are not in default of payment. The buyer may only resell the goods subject to retention of title under the condition that the resulting claim from resale is assigned to us in accordance with clause 10.3 below. The buyer is not entitled to make any other dispositions regarding the reserved goods.

10.3 The buyer hereby assigns to us all claims arising from the resale of the reserved goods, whether sold to one or several customers. The buyer is authorized to collect these assigned claims from the resale unless and until we revoke this authorization. The buyer is under no circumstances permitted to assign the claim elsewhere.

10.4 Upon our request, the buyer is obliged, if we do not inform the customer ourselves, to promptly inform the customer of the assignment to us, provide proof of this notification, and send us the information and documents necessary for collection along with the notification.

10.5 Upon the buyer's request, we are obligated to release securities to the extent that their realizable value exceeds our claims by more than 20%. The selection of securities to be released remains at our discretion.

10.6 The buyer is obligated to inform us immediately of any seizure or other intervention by third parties. If the buyer fails to meet a payment deadline or breaches other contractual obligations, or if we become aware of circumstances that reduce the buyer's creditworthiness, we are entitled to prohibit the resale of reserved goods, demand their return or the transfer of indirect possession at the buyer's expense, or—if the goods have already been resold but not yet paid for in full or in part—demand payment directly from the buyer's customer.

11. Assignment of Claims

Claims of the customer against PVStrom, including claims for warranty or guarantees, may only be assigned to third parties with the express consent of PVStrom.

12. Warranty, Notice of Defects, Statute of Limitations

The warranty covers only newly manufactured goods and services (delivery, installation, and configuration of the ordered goods), and only for defects that render the delivery or service unusable due to circumstances occurring before the transfer of risk, or that significantly impair the intended contractual use. Our liability for defects is two years from the delivery date; for entrepreneurs or other entities under § 310 (1) sentence 1 BGB, the warranty period is one year. Obvious defects must be reported immediately upon receipt of the goods/services, hidden defects immediately upon discovery. If the customer is not a merchant, only obvious defects must be reported promptly. If defects are not reported in due time, the delivery/service is deemed accepted. In the case of defective delivery or service, PVStrom is entitled to subsequent performance. If the goods are defective, PVStrom may provide a free replacement; otherwise, it may remedy the defect free of charge. PVStrom is entitled to two attempts at subsequent performance. If subsequent performance is impossible, fails, or is unreasonably delayed, the customer may, at their discretion, reduce the price or withdraw from the contract.

If a defect-free item is delivered during subsequent performance, PVStrom may demand the return of the defective item. The same applies in the event of contract withdrawal. Liability for damages resulting from injury to life, body, or health remains unaffected. In all other cases, liability for any breach of duty is limited to gross negligence or willful misconduct by PVStrom, its legal representatives, or vicarious agents. This does not affect the customer's right to withdraw from the contract in case of other contractual breaches by PVStrom not related to a defect in goods or services. The warranty does not cover defects resulting from unsuitable environmental conditions (especially temperature, humidity, excessive dust, magnetic fields, chemical effects, vibrations), natural wear and tear, improper handling or operation, lack of cleaning, unsuitable operating materials, modifications or repairs carried out by the buyer or third parties, or excessive stress. PVStrom assumes no liability for the configuration of delivered goods if customer-requested modifications render technical implementation impossible and PVStrom has notified the customer of this in writing.

13. Place of Performance, Governing Law, Jurisdiction

The place of performance for customer payments and for PVStrom's deliveries and services is PVStrom's registered office. The law of the Federal Republic of Germany applies. Jurisdiction lies with PVStrom's registered office if the customer is a fully qualified merchant, a legal entity under public law, a public-law special fund, or does not have a general place of jurisdiction within Germany.