

General Terms and Conditions

ENVIRIA Retail Solutions GmbH

table of contents

I. Validity of these General Terms and Conditions

II. offer and conclusion of contract

III. prices and terms of payment

IV. Delivery and service time

V. Obligations of the customer

VI. transfer of risk

VII Warranty

VIII Liability

IX. Retention of title

X. Design changes

XI. use of software

XII. resignation

XIII. final provisions

I. Validity of these General Terms and Conditions

1. our deliveries, services and offers shall be made

exclusively on the basis of these General Terms and Conditions (hereinafter referred to as "GTC"). Counter-confirmations of business customers (companies) under the following conditions to their terms and conditions of business or purchase. is hereby contradicted.

All agreements made between the customer and us for the purpose of executing this contract must be made in writing, e.g. by fax or e-mail (but not by SMS or WhatsApp or comparable trade fairs).

Our General Terms and Conditions shall apply both to consumers pursuant to § 310 para. 3 BGB (German Civil Code) and to entrepreneurs pursuant to § 310 para. 1 BGB (German Civil Code), unless otherwise regulated separately below by the introduction "Entrepreneur:" or "Consumer:".

II. offer and conclusion of contract

1 Our offers are subject to confirmation and non-binding.

A contract comes only with entrance of our in writing e.g. by telefax or e-mail (but not by SMS or WhatsApp or comparable trade fairs).

order confirmation. The order confirmation issued by the customer orders are not valid for a period of two weeks.

are binding upon us upon receipt and can be accepted by us within this period. In order to comply with this acceptance period, receipt of the acceptance by the customer is required.

2 The services to be rendered shall be conclusively determined by our order confirmation. In the event of changes to services, additional services or other changes to the contents of the contract which are to be effectively agreed between the parties, we shall submit an appropriate supplementary offer to the customer. Unless otherwise agreed in writing, the customer shall

was agreed, the provision of services shall take place in the originally agreed form, until the customer has completed the Supplementary offer accepted.

3. our employees are not authorized to make verbal supplementary offers. to enter into agreements or verbal assurances regarding the

the content of the written reports referred to in point 1. the order confirmations transmitted.

4 We expressly point out that we are not entitled to certain

Module types and/or inverter types are only supplied by our suppliers on the basis of monthly quotas, and therefore it may happen that a certain module or inverter type mentioned in the offer is not available. In this case, we will inform the customer immediately and offer to replace the module or inverter type that cannot be supplied or cannot be supplied on time with a product of equal value from other manufacturers.

A corresponding change - including a possible price change - requires the express consent of the customer. As long as the customer does not agree to a change, our performance obligations shall be suspended.

and, if necessary, agreed delivery periods shall be extended.

5. the "economic efficiency calculator" available on our website and/or any project report handed over with a non-binding economic efficiency calculation serve only as a rough and non-binding estimate of the economic efficiency of a photovoltaic system. These can be a detailed examination

with our specialists. Any calculation shall be subject to the proviso that the statutory

framework conditions remain unchanged, including

the remuneration rates in accordance with the "Renewable Energies Energy Act" (EEG). We expressly point out

The risk is that the legal framework can be changed at any time.

6. we reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents - also in electronic form. This applies

in particular for documents designated as "confidential". The customer requires our express written consent before passing them on to third parties.

III. prices and terms of payment

1. prices and terms of payment shall be as follows in each case from our order confirmation.

2 The agreement of a discount shall only be effective if in writing, e.g. by telefax or e-mail (but not in

General Terms and Conditions ENVIRIA Retail Solutions GmbH, February 2018 - Page 2 of 5

via SMS or WhatsApp or comparable trade fairs gladly) has taken place.

3. the statutory regulations concerning the consequences of of late payment.

4 The customer shall only be entitled to set-off rights if

his counterclaims are legally established, undisputed or acknowledged by us.

In addition, he is entitled to exercise a right of retention. the counterclaim on the counterclaim shall be deemed to have been made in the the same contractual relationship.

IV. Time of delivery and performance

1. delivery dates or periods shall only be binding, if in writing, e.g. by telefax or e-mail (not by e-mail). but via SMS or WhatsApp or comparable Measure gladly) can be confirmed. If the customer comes with of an obligation to pay in arrears, shall be prolonged if the

these delivery dates and deadlines day exactly accordingly. In the event that, in accordance with these provisions, an

delivery date has been agreed upon, we shall only be able to deliver after a period of four (4) weeks after the expiry of the delivery date agreed upon, and the customer can demand the

The customer shall only assert rights due to delayed delivery in the event of non-compliance with this four-week period.

2 All delivery dates or periods are subject to the correct and punctual delivery by our suppliers. This shall not apply if we are responsible for non-delivery, late delivery or incorrect delivery to ourselves. The customer will be informed immediately about the non- or untimely availability of the service.

3. in addition, delivery dates or periods shall be extended in the event of

In case of access obstructions at the installation site so-as for delays due to restrictions

of the installation by the time period in which we are able to of assembly obstructions in the provision of services were handicapped. Any resulting loss of use or additional costs shall be borne by the customer carried. This does not apply if we are responsible for the obstruction of assembly.

4. delays in delivery and performance due to higher

and due to events which make delivery considerably more difficult for us, not only temporarily, but also in a

or make it impossible - this includes in particular strikes, lockouts, official orders, etc.

etc., even if they are delivered to our suppliers or their suppliers.

subcontractors or with other suppliers of us for the fulfillment of our obligations.

third parties commissioned by us to perform our contractual obligations

we shall not be responsible, even in the case of bindingly agreed deadlines and dates. They entitle us to extend the delivery or service for the duration of the delivery period.

disability plus a reasonable start-up time

to postpone the delivery of the goods or to cancel the delivery because

to withdraw from the contract in whole or in part.

5. if the hindrance lasts longer than two months,

the customer is entitled, after setting a reasonable period of grace, to withdraw from the contract with regard to the part not yet fulfilled.

to withdraw from the contract. If the delivery or service period is extended

If we are released from our obligation, the customer cannot derive any claims for damages from this. To the mentioned circumstances

we can only invoke ourselves if we inform the customer immediately.

6. in the event that we fail to comply with bindingly promised

deadlines and dates or if we are in default, our liability for each completed delivery shall be excluded.

week of the delay to half a percent of the invoice value (excluding VAT) of the invoice amount affected by the delay.

and services, but in total to the amount of of the invoice value of the shares issued by the

delay in delivery and performance is limited. Any further claims are excluded.

unless the delay is due to intent or gross negligence on our part.

7. we are entitled to partial deliveries and partial services at any time.

unless the partial delivery or partial performance is unreasonable for the customer.

8. if the customer is in default of acceptance, we shall be entitled to demand compensation for the damage incurred by us; with the occurrence of the default of acceptance, the risk of accidental deterioration and accidental loss of value shall pass to the customer.

The customer is the one who is responsible for the loss.

V. Obligations of the customer

1 Unless otherwise agreed in writing, the purchase price shall be the

Procurement and application for the necessary

Photovoltaic system and its ancillary equipment so as for the connection to the grid and operation of the photovoltaic system required permits, approvals

and approvals as well as the perception of all the

and notifications to be made to the Federal Network Agency, exclusively the responsibility of the customer. that one. The charges or grid connection costs as well as

other costs incurred by the person responsible for the installation at the site

Electricity and distribution grid operators in connection with

with the commissioning and the mains connection and/or The customer is responsible for any costs incurred by the operation of the photovoltaic system or for the invoicing of feed-in proceeds or other services.

2 The customer shall grant us and the persons appointed by us

unhindered access to the roof areas and building parts in or on which the photovoltaic system is installed.

and their ancillary equipment (e.g. modules, inverters), energy storage) must be installed. In addition, the customer is responsible for ensuring that a customer

General Terms and Conditions ENVIRIA Retail Solutions GmbH, February 2018 - Page 3 of 5

Installation of any necessary scaffolding erected can become.

3. we shall be entitled to interrupt the work as soon as possible

during the project planning or installation, the user can

Environmental hazards or considerable structural risks

which are contrary to the execution of an order in accordance with the contract due to a violation of statutory provisions. Where possible, we shall

in such a case, provide the client with an offer to remove the project impediments.

4 Our order confirmation is made subject to the following conditions

positive grid impact assessment of the local grid operator.

5. the customer affirms that the property on which the grid compatibility check is based

photovoltaic plant is to be erected, free from any conceivable

is a malpractice requirement. Any necessary approval under monument protection law has to be obtained from the

customer at his own expense prior to installation.

6 The customer is responsible for checking the statics.

VI Transfer of risk

The danger passes after handover of the photovoltaic system and

at the latest with the connection of the photovoltaic system to the

electricity grid to the customer.

VII Warranty

1. discolouration of photovoltaic modules, which can cause their

do not impair functionality, do not apply. than material defect.

2. entrepreneur: Claims for defects of the customer presuppose that the customer has fulfilled his obligations according to § 377 HGB (German Commercial Code).

have duly complied with their obligations to inspect and give notice of defects.

3. if the goods are defective, we shall be entitled, at our option, to remedy the defect or to deliver a new, defect-free product.

I'm entitled to it. In the case of the removal of defects we are obliged to take all measures necessary to remedy the defect.

necessary expenses, in particular trans- to bear the costs of postage, travel, labour and materials.

If the subsequent performance fails after the second attempt at subsequent performance, the customer shall be entitled to a reduction. A withdrawal from the contract by the customer is

in this case excluded, unless we act with malice or intent.

5. unless otherwise specified in our offer or in the

of the order confirmation, the limitation period for claims based on defects shall be 2 years, calculated from

Transfer of perils.

6) All references in our order confirmations on manufacturer's warranties means no limitation

the warranty claims over the aforementioned

restrictions, but merely a hindrance to the points to additional rights vis-à-vis the manufacturer,

which we forward for your information. In this respect however, this also does not extend the warranty the customer's performance rights vis-à-vis us. Insofar as the replacement of modules or inverters is granted under the manufacturer's warranties, the customer may charge us with the implementation of the project. Corresponding work is to be carried out according to our to pay and remunerate the hourly rates applicable at the time and to also follow on the basis of these GTC.

7. we do not guarantee that the photovoltaic system will be to the attainment of certain economic objectives of the customer.

VIII. Liability

1 Our liability in the case of simple negligence is excluded in the case of the violation of non-essential contractual obligations

and, in the event of negligence, to the foreseeable and contract-typical

and in particular does not include any damage to or loss of direct damage or consequential damage. Essential contractual obligations are those without the fulfilment of which the

purpose of the contract and on the observance of which our customer may rely. The limitation of liability, however, does not apply in the event of a violation of

life, body or health as well as in the case of the injury of a warranty or our adhesion after the

ProdHaftG.

2 No. 1 shall also apply with regard to our vicarious agents. in the sense of § 278 BGB as well as our legal or statutory legal representative.

IX. Reservation of Title and Insurance of Reserved Goods

1) The delivered goods (reserved goods) shall remain in our possession until full payment of all claims arising from the sale of the goods has been made.

our property in the contract concluded with the customer. In the event of conduct by the customer in breach of contract, in particular in the event of

If we are in default of payment, we shall be entitled to take back the goods. After taking back the goods, we shall be entitled to dispose of them, the proceeds of disposition shall be limited to the amount of

liabilities of the customer - less reasonable utilization costs.

2 The customer is obliged to treat the goods delivered under retention of title with care; in particular, he is obliged to pay for them at his own expense against payment of the purchase price.

Fire, water and theft damage sufficient to

to insure the value as new. Insofar as maintenance and inspection work is required, the customer shall be required to

to carry out its own costs in good time.

General Terms and Conditions ENVIRIA Retail Solutions GmbH, February 2018 - Page 4 of 5

3 In the case of seizures or other interventions by third parties

the customer to inform us immediately in writing so that we can assert our ownership rights

can. Insofar as the third party is not in a position to provide us with the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the the loss we incurred.

4. entrepreneur: The customer shall be entitled to resell the goods in the ordinary course of business; he shall assign to us the right of resale.

all claims in the amount of the purchase price are already now Final invoice amount (including VAT) of our

claims arising from the resale against his customers or third parties. This shall apply

regardless of whether the goods have been resold without or after processing. The customer remains authorised to collect this claim even after the assignment. Our authorization to collect the claim ourselves

shall remain unaffected by this. We undertake not to collect the claim, as long as the claim has not been

the customer fulfils his payment obligations from the proceeds received, does not default on payment and, in particular, does not file an application to open a bank account.

insolvency proceedings or suspension of payments. However, if this is the case, we shall be entitled to

the customer to inform us of the assigned claims and their debtors, to provide all information necessary for collection, to provide us with the associated

documents and the debtors (third parties) are provided with the the assignment.

5. the processing or alteration of the goods by the customer shall not
Customer is always for us as a manufacturer in the sense of § 950 BGB (German Civil Code). If the goods with others,

objects which do not belong to us, the customer shall be entitled to
we advertise the co-ownership of the new object in the

Ratio of the value of the goods (final invoice amount),
including VAT) to other processed goods at the time of processing. For the goods processed by

the object created by the processing, the following shall apply in all other respects
Same as for the goods delivered under reservation.
6. the customer assigns to us to secure our claims.
the demands made on him by the connection

of the goods with a plot of land against a third party.
grow.

7. the customer has a claim to the release of the securities insofar as the realisable value of our securities (after deduction of the costs for administration and realisation of the security) exceeds the claims to be secured by

exceeds more than 10 %; the selection of the securities shall be incumbent upon us.

X. Design modifications

We reserve the right to make design changes at any time, provided that the design is not included in

is specified in the technical product description, and to the extent that they do not result in a restriction of the performance of the

However, we are not obliged to make such changes to products that have already been delivered.

XI. use of software

Insofar as software is included in the scope of delivery, the customer shall be entitled to
customers a non-exclusive and non-transferrable

The customer is granted the right to use the delivered software including its documentation: It is exclusively intended for use on the delivery item intended for this purpose.

to the police. A use, duplication, revision,
translation of the software as well as a transformation of the

Object code in the source code for other purposes is prohibited, unless permitted in accordance with § 69 d UrhG.

XII. resignation

1. we have the right, in whole or in part, to withdraw from the contract
to resign if

a) during project planning or installation deficiencies in the stability of the building, or of the part of the building on which the photovoltaic and ancillary installations are to be installed, it was established that
become, or
b) in the case of Clause V. No. 3, the customer shall be deemed to have made our offer.

to remove the project impediment.
or does not immediately remove the project hindrances independently, or

c) the customer is in default of payment of the remuneration
and despite an additional demand for payment, we are not within five (5) working days from the date of access of the payment request in full,
or
(d) a deterioration in the customer's assets
or if it subsequently becomes known that the Customer deemed unworthy of credit at conclusion of contract
has been classified, or

(e) in the case of entrepreneurs, the customer ceases his business; or

(f) the opening of insolvency proceedings in respect of the assets of the customer.

2 In the event of changes in performance pursuant to Section II, the customer shall

No. 4 shall have the right to withdraw from the supply contract. This right of withdrawal of the customer expires 10 Calendar days after the customer has been informed of the service change.

General Terms and Conditions ENVIRIA Retail Solutions GmbH, February 2018 - Page 5 of 5

XIII. final provisions

1. amendments or supplements to the provisions of the

The contract concluded between the parties must be in writing in order to be effective. This also applies

for the cancellation of the written form requirement.

2. for these terms and conditions and the complete Legal relations between the customer and us are valid

the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

3 If the customer is a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

4 Should a provision in these terms and conditions or a provision within the framework of other agreements be

or become invalid, this shall not affect the validity of the remaining provisions of the validity of all other provisions of the agreements shall not be affected.

General Terms and Conditions of ENVIRIA Retail Solutions GmbH,

Status: February 2018
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