

General Terms and Conditions of GridParity AG - next generation photovoltaic

I. Scope of deliveries or services

1. The scope of all deliveries or services of GridParity AG - next generation photovoltaic - hereinafter also referred to as the Supplier - to third parties - hereinafter also referred to as the Purchaser - shall be governed exclusively by these General Terms and Conditions of Delivery; any terms and conditions of the Purchaser conflicting with or deviating from the Supplier's Terms and Conditions of Delivery shall not be recognized by the Supplier unless the Supplier has expressly agreed to their validity in writing. The Supplier's Terms and Conditions of Delivery shall also apply if the Supplier carries out the delivery to the Purchaser without reservation in the knowledge that the Purchaser's terms and conditions conflict with or deviate from the Supplier's Terms and Conditions of Delivery.
2. The Supplier's Terms and Conditions of Delivery shall only apply to entrepreneurs within the meaning of § 310 (1) of the German Civil Code (BGB).
3. The Purchaser shall be obliged to verify the Supplier's information on the content and scope of the respective delivery prior to the order even if the Supplier assists the Purchaser in planning the delivery prior to the order. The Purchaser shall inform the Supplier without undue delay if the selected designs, components etc. may not be suitable, economical or otherwise unfavorable, incorrect or disadvantageous.
4. The delivery does not include assembly and commissioning of the object of the delivery.
5. The Supplier shall be entitled to make partial deliveries.
6. The Supplier reserves all rights of ownership and copyright to cost estimates, drawings, photographs and other documents. They may only be made accessible to third parties with the prior consent of the supplier. Drawings and other documents belonging to offers shall be returned immediately upon request if the order is not placed with the supplier. Sentences 1 and 2 shall apply mutatis mutandis to documents of the Purchaser; these may, however, be made accessible to such third parties to whom the Supplier has permissibly transferred Supplies or Services.

II. Price list/Price

1. The Supplier's price lists do not constitute an offer to conclude a contract. In this respect, the supplier is entitled to change the price list at any time. However, the change shall have no effect on the contracts already concluded at the time of the change.
2. the prices are valid for delivery without installation or assembly ex works excluding packaging.

III. Extended retention of title

1. the goods shall remain the property of the supplier until all claims of the supplier against the purchaser arising from the business relationship have been satisfied.
2. However, the Purchaser shall be entitled to process and sell the goods in the ordinary course of business. The Purchaser hereby assigns to the Supplier the claims against third parties arising therefrom to the full extent by way of security. Notwithstanding the assignment, the Purchaser shall remain entitled to collect the claim. In the event that the Purchaser fails to make timely payment, the Supplier shall be entitled to prohibit the Purchaser from collecting the claim and to oblige the Purchaser to provide the Supplier with all information and documents required for the collection of the claim by the Supplier immediately after notification and to notify the third party of the assignment immediately after notification.

IV. Terms of payment

1. payments are to be made free paying agent of the supplier.
2. The Purchaser may only set off counterclaims which are undisputed or have been finally adjudicated or which are in a close mutual relationship with the Supplier's claim.

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3. section IV 2 shall apply mutatis mutandis to the assertion of the right of retention by the purchaser. If a notice of defect is asserted by the Purchaser, payments by the Purchaser may be withheld to an extent that is in reasonable proportion to the defects that have occurred.

IV. Time limit for deliveries or services

1. Despite the agreement of a specific delivery time or a fixed delivery period, it is not a fixed transaction unless the parties expressly agree otherwise. This shall also apply in the case of a commercial transaction.
2. If the non-observance of the delivery time or the delivery period - hereinafter collectively referred to as: period - is demonstrably due to mobilization, war, riot, strike, lockout or the occurrence of unforeseeable obstacles, the period shall be extended accordingly.
3. In the event of non-compliance with the time limit for reasons other than those mentioned above, the Purchaser may, provided it can credibly demonstrate that it has suffered damage as a result of the delay, claim compensation for delay for each full week of delay of 0.5% up to a total of 5% of the value of that part of the Supplies or Services of the Supplier which could not be put to the intended use because individual items belonging thereto were not completed in time. The Purchaser may also claim payment of the compensation for delay if the circumstances referred to in subsection 1 occur only after the originally agreed period has been exceeded through the fault of the Supplier. Claims for compensation by the Purchaser exceeding the aforementioned limit of 5 % shall be excluded in all cases of delayed Supplies, even upon expiry of a period of grace granted to the Supplier. This shall not apply if liability is mandatory in cases of intent or gross negligence.

4. The purchaser's right to withdraw from the contract after the fruitless expiry of a deadline set to the supplier for performance or subsequent performance remains unaffected.

5. If dispatch or delivery is delayed at the request of the Purchaser, the Purchaser may be charged storage costs of 0.5 per cent of the invoice amount for each month or part thereof, commencing one month after notification of readiness for dispatch; the storage costs shall be limited to 5 per cent, unless higher costs can be proven.

VI. Place of Performance, Transfer of Risk, Packaging Ordinance

1. Delivery shall be made "ex works" of the supplier. Shipment by the supplier shall always be made at the request of the purchaser. This shall also apply if carriage paid delivery has been agreed. The shipment can be insured against breakage, transport and fire damage by the Supplier at the express request and expense of the Purchaser.
2. If dispatch or delivery is delayed at the request of the purchaser or for reasons for which the purchaser is responsible, the risk shall pass to the purchaser for the period of the delay, but the supplier shall be obliged, at the request and expense of the purchaser, to effect the insurances requested by the purchaser.
3. transport and sales packaging shall be taken back by the supplier in accordance with the Packaging Ordinance (VerpackV). For deliveries of goods, where transport packaging according to § 4 VerpackV accrues, Munich is always the place of performance. In the case of deliveries of goods involving sales packaging within the meaning of § 7 of the German Packaging Ordinance (VerpackV), the Purchaser and the Supplier agree that the Supplier shall accept the sales packaging at its registered office in Munich and that the Purchaser shall bear the costs of the return transport of the sales packaging.

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VII Acceptance

1. delivered items are to be accepted by the customer, even if they have insignificant defects.
2. The Purchaser shall inspect the items immediately upon receipt and, if the items are defective, notify the Supplier of the defects without undue delay, i.e. no later than on the second working day after receipt. The notification of defects can be made by telephone, fax or e-mail. Sending the notification is not sufficient to comply with the time limit for giving notice of defects. Pressure marks at the ends of the profiles are caused by the anodizing process and do not constitute grounds for complaint.

VIII. Liability for defects, notification of defects

1. The Purchaser shall notify the Supplier without undue delay if defects subsequently become apparent in the items. The notification shall be made no later than the next working day after the defect has been detected. Pressure marks at the ends of the profiles are due to the anodizing process and do not constitute grounds for complaint.
2. The Purchaser's right of choice in the context of subsequent performance shall be limited to the extent that the Supplier may determine in the first subsequent performance whether subsequent performance shall be effected by remedying the defect or by delivering a defect-free item. The subsequent improvement shall only be deemed to have failed after the third attempt.
3. If the Purchaser refuses subsequent performance although it is reasonable for him to do so, the Purchaser's claims and rights in the event of defects shall be excluded.
4. the customer's right to assert claims arising from defects shall become statute-barred in all cases from the time of the transfer of risk in 24 months, unless longer periods are mandatorily prescribed by law. The statutory limitation periods shall apply in cases of intent or gross negligence.

5. The contractually agreed quality of the delivered items does not include resistance to natural wear and tear, improper treatment before and after installation, improper installation work, unsuitable building ground and extraordinary chemical, electronic or electrical influences.
6. If the orderer or a third party carries out improper changes, repair work or defect removal work on the object, the claim of the orderer to the rights of the orderer in case of defects is excluded insofar as the defectiveness is connected with the changes, repair work or defect removal work carried out.
7. The Supplier shall only bear the transport costs necessary for the purpose of subsequent performance for the replacement of defective items delivered by the Supplier. The claim to the assumption by the Supplier of all further expenses of the Purchaser within the scope of the supplementary performance, such as the costs for installation and removal, is excluded.

IX. Scope of delivery

1. The delivery of all products by the Supplier shall be made exclusively on the basis of the Purchaser's specifications. The verification of the concrete use of the products to be delivered by the Supplier in the projects of the Customer shall not be the subject of the delivery and performance of the Supplier, neither in detail nor as a whole.
2. The products delivered by the supplier may only be installed when using and observing the respectively valid installation instructions and the regulations and rules specified in these installation instructions (e.g. DIN 1055) and taking into account the recognized rules of technology.

X. Warranty processing

Guarantees of the manufacturer or other separate warranty or quality declarations of the manufacturer are exclusively given by the manufacturer and not by the supplier itself.

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The settlement of all claims arising from the Manufacturer's warranty or the Manufacturer's warranty or quality declarations shall exclusively concern the legal relationship between the Purchaser and the Manufacturer and not the legal relationship between the Purchaser and the Supplier.

XI. Compensation claims

1. The Supplier shall be liable in accordance with the statutory provisions if the Purchaser asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of the Supplier's representatives or vicarious agents. Insofar as the Supplier is not accused of intentional breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage.
2. The Supplier shall be liable in accordance with the statutory provisions if it culpably breaches a material contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
3. Liability for culpable injury to life, limb or health or damage to privately used items under the Product Liability Act shall remain unaffected.
4. Unless otherwise provided for above, liability is excluded.

XII. Jurisdiction

1. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Dachau, if the Purchaser is a fully qualified merchant.
2. German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

XIII. Severability Clause

Should any provision of these contractual terms and conditions or of any other part of the contract be invalid or later lose its validity, this shall not affect the validity of the remaining provisions. In place of the invalid provisions, an appropriate provision shall apply which comes as close as possible to what the contracting parties would have intended if they had been aware of the invalidity when concluding the contract.

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