



General Terms and Conditions

1. General Provisions

- 1.1. These General Terms and Conditions (hereinafter referred to as the "GTC") govern the business relationship between the supplier or seller (hereinafter referred to as the "Seller") and the Buyer, in respect of Goods sold by the Seller and purchased by the Buyer (hereinafter referred to as the "Parties").
- 1.2. The GTC form an integral part of the Offer or Contract, whether or not the Buyer operates with its own general terms and conditions. Any rules or conditions of the Buyer that conflict in any way with these GTC shall not be valid and shall not become part of the Offer or the Contract unless the Seller expressly agrees in advance and in writing to their validity and application or unless otherwise expressly agreed in writing between the Parties.
- 1.3. The GTC shall apply to all business scenarios and transactions between the Parties unless otherwise expressly agreed in writing between the Parties.
- 1.4. The Seller reserves the right to make changes to these GTC at any time, in any manner and without prior notice to the Buyer. The Parties shall at all times be bound by the GTC in force and published at the time the Offer is made by the Seller to the Buyer.
- 1.5. The Buyer's acceptance of the Offer shall be deemed to constitute the Buyer's acknowledgment of the GTC and the Buyer's full acceptance of their contents.
- 1.6. The GTC valid at any time are published and publicly available on the seller's website <http://www.germansolareu.com/>.

2. Demand, Offer, Acceptance and Contract

- 2.1. The Buyer may be a natural person or a legal person, taking into account the information provided in the Buyer's order or the Seller's Offer.
- 2.2. A natural person who acquires or uses Goods and services for purposes outside his or her trade or profession is considered to be a consumer ("Consumer Purchaser"). A legal or natural person engaged in a gainful activity, regardless of its legal form or ownership, is not considered a consumer (hereinafter referred to as the Customer). The concept of the Buyer in the context of the GTC also applies to a Consumer Purchaser, whereas the concept of the Consumer Purchaser does not also apply to a Buyer in the sense of a legal person or a natural person who carries out a gainful activity and is therefore not considered to be a Consumer.
- 2.3. A Buyer's inquiry does not constitute an Offer to conclude a Contract
- 2.4. If the Seller makes an Offer to the Buyer, the Buyer may accept the Seller's Offer by written declaration within the time limit specified in the Offer or, if no time limit is specified, within 8 days from the date on which the Offer is made. The Buyer may also accept the Seller's Offer by paying the first part of the payment in accordance with the payment terms set out in the Offer within the validity period of the Offer.
- 2.5. If the Buyer accepts the Seller's Offer, the Buyer accepts the payment and other terms of the Offer.
- 2.6. The Offer shall be binding on the Seller upon receipt by the Buyer of a written declaration of acceptance of the Offer within the validity period of the Offer or upon receipt by the Buyer of the first installment of the payment into its account in accordance with the payment terms of the Offer and within the validity period of the Offer.
- 2.7. Unless otherwise expressly agreed in writing between the Parties, the Seller shall not be bound by the Offer and shall not be legally bound by the Offer, unless the Seller receives a written declaration of acceptance from the Buyer within the validity period of the Offer or the first installment of the payment is credited to the



Seller's account within the validity period of the Offer, in accordance with the payment terms of the Offer. The Seller shall not be bound by the Offer and shall not be bound by it or be bound by its obligations under the Offer, unless otherwise expressly agreed in writing between the Parties.

- 2.8. The Seller may withdraw the Offer at any time, provided that, within the period of validity of the Offer, he has not yet received a written declaration from the Buyer that he accepts the Offer or that, within the period of validity of the Offer, he has not yet received the first instalment of the payment into his account in accordance with the terms of payment set out in the Offer.
- 2.9. When the Buyer accepts the Seller's Offer in writing or when the Seller receives the first part of the payment into his account in accordance with the payment terms of the Offer, the Contract between the Parties is concluded.
- 2.10. If, after the conclusion of the Contract, the Buyer fails to fulfill its contractual obligation to pay the full contractual value of the Goods in accordance with the payment terms set out in the Offer, the Seller may withdraw from the Contract without any obligation to the Buyer and retain any prepayments received from the Buyer (e.g., advance payment), and the Seller may require the Buyer to reimburse the Seller for any damages suffered by the Buyer as a result of the withdrawal, as well as to pay a contractual penalty of 10% of the contractual value of the Goods.
- 2.11. Only Offers or Contracts in writing shall be valid, it is agreed between the Parties that correspondence between the Parties transmitted or exchanged by electronic mail shall also be deemed to be in writing.
- 2.12. Any modification or amendment of the Offer or Contract must be expressly agreed in writing between the Parties.

3. Prices

- 3.1. The prices are indicated in the Offer.
- 3.2. All prices quoted in the Offer are in EUR and include value added tax (VAT), unless otherwise expressly agreed in writing between the Parties.
- 3.3. The prices do not include the costs of possible delivery or other possible costs related to the delivery of the Goods, unless otherwise expressly agreed in writing between the Parties. However, these possible costs are always defined separately in the Offer. These costs are paid by the Buyer or must be reimbursed to the Seller.
- 3.4. The Seller reserves the right to change prices without prior notice to the Buyer, whereby the prices agreed at the conclusion of the Contract are, in principle, valid for the already concluded Contract. In the event that the information on the prices is incorrect, or in the event that the prices of the Goods change during the execution of the order or after the conclusion of the Contract, the Seller allows the Buyer to withdraw from the Contract, or the seller can withdraw from the Contract without any obligation to the buyer, while at the same time making an effort find a solution that will be mutually satisfactory.

4. Payment Terms

- 4.1. Payment terms are specified in the Offer.
- 4.2. All payments are made in accordance with the payment terms from the Offer. If payment terms are not specified in the individual Offer, all payments must be made within 15 days of receipt of the invoice.
- 4.3. Any deviation from the payment terms from the Offer, or any extension of the payment terms, when the payment terms are not specified in the Offer, must be expressly and in writing confirmed or approved by the Seller. The latter also applies to any installment payment for the Goods.



- 4.4. In particular, if there is doubt as to the solvency or payment discipline of the Buyer, if the Buyer has not settled all its obligations to the Seller, or if the Buyer fails to make payments in accordance with the payment terms of the Offer or the Contract, the Seller may withhold the Goods and first require the settlement of all outstanding obligations or the payment in full of the Goods, or require other appropriate security towards the settlement of all outstanding obligations or the payment in full of the Goods. In the event of detention of the Goods, any agreed delivery periods shall be extended for a period of time at least equal to the duration of the detention of the Goods.
- 4.5. If the retention of the Goods lasts for more than 30 days, and the Buyer does not settle all open obligations to the Seller, or does not pay for the Goods in full, or does not provide him with suitable insurance in the direction of settlement of all open obligations or the full payment of the Goods, it is considered that the Buyer has not fulfilled his contractual obligations in the sense of payment of the entire contractual value of the Goods, as a result of which the Seller can withdraw from the Contract without any obligation to the Buyer and retain all prepayments received from the Buyer (e.g., advance payment), and can also demand reimbursement from the Buyer for any damage caused to him as a result of withdrawing from the Contract as well as the payment of a contractual penalty in the amount of 10% of the contractual value of the Goods.
- 4.6. If the Buyer objects to an invoice or part of an invoice, the Buyer must notify the Seller in writing, explaining the reasons for the objection, no later than 8 days after receipt of the invoice. If the Buyer does not object to an invoice or part of an invoice in time and does not explain to the Seller the reasons for the objection, the Buyer shall lose the right to object. If the Buyer objects to only part of the invoice, the Buyer must pay the undisputed part of the invoice no later than the due date of the invoice.
- 4.7. In the event of late payment, the Seller is entitled to statutory default interest.
- 4.8. The Seller shall have the right to set off any payments received from the Buyer against any receivables already due and outstanding from the Buyer.

5. Delivery of Goods

- 5.1. The place and method of delivery of the Goods are specified in the Offer.
- 5.2. The transfer of risk for all risks and costs as well as damage and accidental destruction of the Goods is assessed according to the Incoterms 2022 clauses agreed in each case as stated in the Offer, whereby this risk in any case passes to the Buyer at the latest upon acceptance or delivery of the Goods.
- 5.3. The Buyer shall bear all transport costs, insurance costs, taxes and customs duties and the cost of preparing the documentation, if any, unless otherwise expressly agreed in writing between the Parties.
- 5.4. All delivery times are indicative. If the Goods are not delivered within the time limits stipulated or specifically agreed, the Seller shall not be liable for any damages suffered by the Buyer or the Buyer's customers or any third Parties.
- 5.5. When the Goods are ready for collection or dispatch, the Seller shall notify the Buyer and invite the Buyer to collect them within a specified period or to notify the Buyer of the date of delivery. If, for reasons attributable to the Buyer, the Buyer fails to take delivery of the Goods within the time limit set or is unable to deliver the Goods to the Buyer on the scheduled date of delivery, the Buyer shall be obliged to pay or reimburse the Seller for all costs associated with any subsequent takeover or subsequent delivery of the Goods as well as for the costs of any storage of the Goods for the Buyer until such subsequent takeover or subsequent delivery of the Goods.
- 5.6. The cost of storing the Goods shall be 2% of the contractual value of the Goods for each week of storage, but not less than EUR 200.00. Storage of the Goods for the Buyer shall commence 3 days after the Seller notifies the Buyer of the date of collection or the date of delivery and the Buyer fails to take delivery of the Goods within that period for reasons attributable to the Buyer or the delivery of the Goods is not possible. Any



storage costs must be paid in full by the Buyer prior to the actual receipt of the Goods or prior to the actual delivery of the Goods.

- 5.7. If the acceptance or delivery of the Goods does not take place for reasons attributable to the Buyer even within 30 days from the date of the Buyer's notification of the date of acceptance or delivery, the Seller may withdraw from the Contract without any obligation to the Buyer and withhold any prepayments received from the Buyer (e.g., advance payment), and the Seller may also require the Buyer to reimburse the Seller for any damages suffered by the Buyer as a result of the Buyer's withdrawal from the Contract, as well as to pay a contractual penalty of 10% of the contractual value of the Goods.

6. Changing and Cancellation of an Order

- 6.1. The Buyer cannot change the order after acceptance of the Offer or after the conclusion of the Contract without the Seller's prior written consent.
- 6.2. If the Buyer changes the order without the Seller's prior written consent, the Seller may withhold any prepayments received from the Buyer (e.g., advance payment), and the Seller may require the Buyer to reimburse the Buyer for any damages suffered by the Buyer as a result of the change of order, as well as to pay a contractual penalty of 10% of the contractual value of the Goods.
- 6.3. If, with the Seller's prior written consent, the order is changed, the Seller may require the Buyer to reimburse the Buyer for any damages it has suffered as a result of the work already carried out or for the costs it has incurred as a result of the change, which may include the full price of the Goods originally ordered.
- 6.4. After acceptance of the Offer or conclusion of the Contract, the Buyer may not cancel the Offer or Contract without the Seller's prior written consent.
- 6.5. If the Buyer cancels the order without the Seller's prior written consent, the Seller may withhold any prepayments received from the Buyer (e.g., advance payment), the Seller may also claim from the Buyer reimbursement of any damages suffered by the Buyer as a result of the cancellation of the order, as well as the payment of a contractual penalty of 10% of the contractual value of the Goods.
- 6.6. If the Buyer cancels the order with the Seller's prior written consent, the Seller may require the Buyer to reimburse the Buyer for any damages suffered by the Buyer as a result of the work already carried out or for any costs incurred by the Buyer as a result of the cancellation of the order, which may include the full price of the Goods ordered.

7. Withdrawal from the Contract and Return of Goods

- 7.1. The Buyer may withdraw from the Contract and return the Goods after performance of the Contract or after receipt of the Goods only with the prior written consent of the Seller and on payment of handling charges equal to 5% of the contractual value of the Goods, on the further condition that the Goods are unused, undamaged and in their original packaging, unless otherwise expressly agreed in writing between the Parties.
- 7.2. If the Buyer withdraws from the Contract with the Seller's prior written consent, the Seller may also claim from the Buyer reimbursement of any damages suffered by the Buyer as a result of work already carried out, or reimbursement of any costs incurred by the Buyer as a result of the withdrawal from the Contract.
- 7.3. If the Buyer withdraws from the Contract without the Seller's prior written consent, the Seller may withhold any payments received by the Buyer (e.g., advance payment) and the Seller may claim from the Buyer reimbursement of any damages suffered by the Buyer as a result of the withdrawal from the Contract, as well as liquidated damages equal to 10% of the Contract value of the Goods.
- 7.4. The above does not apply to a Consumer Purchaser.



- 7.5. The Consumer Purchaser has the right to notify the Seller within 14 days of taking delivery of the Goods or of the delivery of the Goods that he/she withdraws from the Contract, without being required to give a reason for his/her decision.
- 7.6. The only cost to the Consumer Purchaser of withdrawing from the Contract is the cost of returning the Goods, which depends mainly on whether it is a consignment/package/shipment. The Seller does not accept consignments with a ransom. The Goods must be returned to the Seller no later than 14 days after the Seller has sent written notice of withdrawal.
- 7.7. The Consumer Purchaser must not use the Goods without hindrance until the Contract is withdrawn, otherwise, he loses the right to withdraw from the Contract. The Consumer Purchaser may inspect and test the Goods to the extent strictly necessary to establish the factual situation. The Consumer Purchaser shall be liable for diminution in the value of the Goods if the diminution in the value of the Goods is due to conduct that is not strictly necessary to establish the nature, characteristics, and functioning of the Goods.
- 7.8. The Consumer Purchaser does not have the right to withdraw from the Contract in the case of Contracts whose subject matter is Goods that have been made to the Consumer Purchaser's precise instructions and personal needs (so-called personalized Goods) and which are therefore, by their very nature, not suitable for return.
- 7.9. The Consumer Purchaser who withdraws from the Contract must return the Goods to the Seller undamaged, in their original packaging and in the same quantity as soon as possible, but no later than 14 days after sending the written notice of withdrawal to the Seller. The Consumer Purchaser must inform the Seller in writing in advance of the intended return of the Goods. The Consumer Purchaser must return the Goods together with all related documentation.
- 7.10. The Seller shall refund the purchase price to the Consumer Purchaser no later than 14 days after the return of the Goods. The Seller reserves the right to withhold payments received until the return or receipt of the Goods, all without interest. The cost of returning the Goods is borne by the Buyer. The Seller shall return the payments received to the Consumer Purchaser by the same means of payment as used by the Consumer Purchaser.
- 7.11. The provisions of 7.9 and 7.10 of this Chapter shall also apply mutatis mutandis to a Buyer who is not considered to be a Consumer.

8. Force Majeure, Delay

- 8.1. If the Seller is unable to perform his obligation or is in default in the performance of his obligation relating to the delivery of the Goods for reasons beyond his control (whether or not such reason is foreseeable) or due to circumstances arising after the conclusion of the Contract which the Seller could not have prevented, remedied or avoided, the Seller shall be exempt from any liability for any damages or the time for delivery of the Goods shall be extended by the period of time for the duration of such circumstances and, in addition, by the period of time for the duration of the consequences of such circumstances.
- 8.2. If circumstances on the part of the Seller make it impossible or impracticable for the Seller to fulfill its obligation, the Seller shall have the right to withdraw from the Contract without any obligation to the Buyer.

9. Warranty and Guarantee

- 9.1. Goods purchased from the Seller are subject to the warranty or guarantee terms and conditions and the warranty or guarantee periods of the manufacturer of the Goods. The guarantee or warranty can only be invoked on presentation of an invoice.



- 9.2. The Buyer may invoke a guarantee or warranty for the Goods for which it is mandatory and for those for which a voluntary guarantee or voluntary warranty has been given.
- 9.3. The Seller is aware of the importance of complaints and shall endeavor to resolve them as soon as possible and to the satisfaction of both Parties and in any event in accordance with the regulations in force from time to time.
- 9.4. The Buyer may claim the Goods in writing within the statutory period and under the statutory conditions, either under warranty or guarantee or under material defect.
- 9.5. The Seller shall not be liable for any direct or indirect damage which may be suffered by the Buyer, the Buyer's customers or third Parties for reasons for which the Seller is not solely responsible. In the event that the Seller's liability is established in accordance with the regulations in force from time to time, any liability of the Seller shall be limited to the selling price of the Goods or to the contractual value of the Goods.

10. Protection of Business Secrets

- 10.1. The Buyer is obliged to protect as a business secret all data or information obtained from the Seller in the course of the negotiation, receipt of the Offer or performance of the Contract.
- 10.2. All such data or information (such as business information, contract prices, technical data, drawings, information on suppliers, customers, terms and conditions of purchase and sale and other commercial information, etc.) shall constitute a business secret.
- 10.3. The Buyer is obliged to treat the data or information received with care. The data or information received shall not be used, published, disclosed or communicated to any third party, firm, corporation or association whatsoever, except with the prior written consent of the Seller.
- 10.4. Infringement of the provisions of the preceding paragraph shall be punishable by a contractual penalty of EUR 5,000.00.
- 10.5. The provisions on professional secrecy shall survive the termination of the Contract or the business relationship between the Parties.

11. Retention of Title

- 11.1. Until the Goods have been paid for in full (100%), they remain the exclusive property of the Seller and are therefore not freely disposed of by the Buyer.

12. Transfer of Rights and Set-off

- 12.1. The Buyer may not transfer any contractual rights or obligations to third Parties without the prior written consent of the Seller.
- 12.2. Without prior written consent, the Buyer may not unilaterally offset any claims he may have against the Seller with the claims the Seller has against the Buyer.

13. The Law and the Court's Jurisdiction

- 13.1. The Offer, the acceptance of the Offer and the Contract shall be governed exclusively by the law of the Republic of Slovenia. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as the rules of private international law on conflict of laws are excluded.
- 13.2. For relationships between Parties that are not expressly regulated by these General Terms and Conditions, applicable regulations relevant to the individual contractual relationship apply.



13.3. The Parties agree that any disputes arising out of the contractual relationship shall be settled by mutual agreement, and in the event that no agreement can be reached, such disputes shall be settled by a court of competent jurisdiction in Celje.

14. Ineffectiveness of Provisions

14.1. Should any provision of these GTC be illegal, invalid, or unenforceable in whole or in part, the legality, validity, or enforceability of the remaining provisions of these GTC shall not be affected.

14.2. The Parties agree to amend and replace such provisions, if any, with provisions that are consistent with the relevant legislation and that will, to the maximum extent possible, supersede the intent of the GTC.

15. Communication

15.1. All notices in connection with these GTC or the Contract shall be in writing and the Parties agree that correspondence between the Parties transmitted or exchanged by electronic mail shall also be deemed to be in writing.

Vojnik, 1. 10. 2023.

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