

General Terms and Conditions of sonnen GmbH (hereafter referred to as "sonnen"), Am Riedbach 1, 87499 Wildpoldsried, Germany, Telefax: +49 8304 92933.401; Phone: +49 8304 92933.400, apply for consumers (hereafter referred to as "customer"). Last updated February 2018.

1. Applicability

1.1 These General Terms and Conditions apply exclusively for consumers. The customer guarantees to be consumer in terms of § 13 of the German Civil Code. If the customer is a company, the General Terms and Conditions for companies exclusively apply to them.

1.2 Offers, services and deliveries to the consumer shall be exclusively made due to these Terms and Conditions. They shall be part of all agreements sonnen concludes with the customer.

1.3 All agreements concluded between sonnen and the customers are recorded in the order and these General Terms and Conditions in writing. Furthermore, no verbal agreements exist.

2. Conclusion and Subject Matter of Agreement

2.1 The offers from sonnen are without obligations and non-binding. This especially applies to offers in brochures and adverts, in online media and other advertisement material. Technical changes shall remain reserved within the scope of the technical advancement and as far as reasonable. In this context, information provided in the catalogue or on internet sites are non-binding and may not be up to date anymore.

2.2 The offers in sonnen's online shop are non-binding agreement offers. They are merely a request for the submission of an offer by the customer for the relevant product.

2.3 Orders in sonnen's online shop can only be submitted by the customer after their first successful registration. The customer can then choose products from the product range or configure these. After confirmation of the General and any Special Terms and Conditions, the customer submits a binding order of the products located in the shopping basket. sonnen shall confirm the receipt of the customer's order immediately. The order's receipt confirmation shall be made by sending an order confirmation or a bill, including all contents of the agreement via email to the customer. sonnen's acceptance of the order shall be done under reservation of the technical feasibility of the project at the customer's.

2.4 Should the parties determine within the scope of an examination of the customer's technical conditions that the order cannot be executed as per the agreed terms due to a lack of technical requirements, both parties are entitled to a special withdrawal right from the agreement. The customer's cancellation right according to section 6 remains unaffected.

2.5 Taking orders per telephone, orders per telefax or orders within the scope of campaigns in public places is not regarded as binding order acceptance by sonnen. The purchase agreement is only concluded with the dispatch of an order confirmation.

2.6 The conclusion of the agreement shall occur subject to the correct and proper self-delivery. In case of unavailability or only partial availability of goods, the customer shall be informed immediately. In case of unavailability, any paid pre-payment shall be refunded immediately.

2.7 sonnen is entitled to assign parts or even the full order to third parties, especially to one of sonnen's partner companies. The customer's consent for this purpose is not required.

2.8 After order confirmation, changes of and additions to the order requested by the customer shall require a separate agreement between the parties.

3. Prices and Payment Terms

3.1 The prices are without obligations. The prices mentioned to the customer are gross in euros. The prices are regarded as "ex works", i.e. the customer is to pay the costs for packaging and transport. These shall be shown separately in the order and the bill.

3.2 If nothing else is stated on the order confirmation or the bill, the goods and services shall be rendered only against advance payment.

3.3 The legal regulations concerning consequences for payment default shall apply.

3.4 The customer's offsetting is only allowed with legally established, undisputed claims or those recognised by sonnen. The customer is entitled to execute a right of retention in so far as their counterclaim is based on the same agreement.

3.5 sonnen is entitled to charge payment initially on older claims against the customer resulting from the existing business relation with sonnen despite the customer's conditions to the contrary. If costs and interest already emerged due to payment delay sonnen is entitled to charge payments at first for the costs, then for the interest and last for the main claim.

4. Dispatch

4.1 The selection of the dispatch and packaging type is at sonnen's own discretion. Packaging material is to be disposed of by the customer.

4.2 If the dispatch or acceptance is delayed or made impossible by circumstances the customer is responsible for and without sonnen's fault, the risk passes to the customer upon sending the notification on the dispatch or acceptance readiness. The customer shall be liable for all occurring damages and additional costs.

5. Delivery Deadlines

5.1 Delivery deadlines mentioned in the order and order confirmation are non-binding as prospective delivery deadlines. Postponements of the deliveries shall be announced by sonnen.

5.2 The adherence to "binding delivery deadlines" confirmed in writing is subject to the defect-free and punctual self-delivery by sub-suppliers.

5.3 The beginning of the delivery period determined by sonnen requires in any case the punctual and proper fulfilment of the customer's obligations within the full business relation as well as the clarification of all technical questions and the fulfilment of all existing obligations to cooperate.

5.4 Should sonnen be prevented from fulfilling their obligations despite the execution of an appropriate diligence due to force majeure, especially by the occurrence of unforeseeable, extraordinary circumstances like war, internal unrest, terrorist acts, confiscation or other measure of public power, strike, lockout and other labour conflicts, general lack of raw, supporting and operational materials, machine damages, machinery breakdown or other operational malfunctions, natural phenomena or other circumstances sonnen is not responsible for and can only resolve with an unreasonable amount of effort, even if happening to suppliers and sub-suppliers, the delivery deadline shall be extended by the appropriate extent. Should sonnen be unable to perform the delivery and service rendering, sonnen shall be released from its obligations to perform.

5.5 Should the customer be in default of acceptance or should they culpably violate any obligations to cooperate, sonnen is entitled to demand a replacement for all damages caused, including any additional expenditures. Further claims or rights remain reserved.

5.6 sonnen is liable for default according to the legal regulations if the default of delivery is based on a deliberate or gross negligent violation for which sonnen is responsible. The culpability of one of its representatives or fulfilment agents is to be attributed to sonnen. If the default of delivery is based on a gross negligent violation of the agreement sonnen is responsible for, the compensation liability is limited to the foreseeable, typically occurring damage.

5.7 sonnen is liable according to the legal regulations if the default of delivery caused by sonnen is based on a culpable violation of essential obligations within the agreement. The compensation liability is limited to the foreseeable, typically occurring damage.

6. Cancellation Policy

6.1 Cancellation Right

You are entitled to cancel this agreement within 14 days without giving reasons. For the adherence to the deadline, a precise declaration (e.g. in writing via letter or fax, via mail or via phone) to sonnen is required to the effect that the agreement is to be cancelled. The Cancellation Form in our online shop can be used for a cancellation in textual form. However, instead of the sample you can also submit your own precise declaration to us. The cancellation deadline is 14 days from the day on which you or any third party named by you that is not the carrier have or has taken the goods (or the last goods, the last partial delivery or the last piece in case of an agreement over several goods of a coherent order or delivery of goods in several partial deliveries or pieces) into possession. If the goods have been created according to your special requirements and specifications, we explicitly refer to section 6.4. Upon occurrence of the requirements stated therein, a right to cancellation is excluded. The punctual dispatch of the cancellation shall be enough to adhere to the cancellation deadline. The cancellation shall be addressed to:

sonnen GmbH, Am Riedbach 1, 87499 Wildpoldsried, tel.: +49 8304 92933.400, fax: +49 8304 92933.401, e-mail: info@sonnenbatterie.de.

6.2 Cancellation Consequences

If you cancel this agreement, we shall immediately and at the latest within 14 days, starting from the day of the receipt of your cancellation notification, repay all the payments we received from you, including the delivery costs (except for additional costs resulting from you choosing another delivery type than the cheapest standard delivery offered by us). We shall use the same payment method for these repayments that you have used for the original transaction, unless we have specifically agreed upon something else with you. We shall not charge you a fee for the repayment. We are entitled to deny a repayment until we have regained the goods or until you have proven that you have sent the goods back, depending on which is the earlier point in time.

You must send the goods back to us immediately and in any case within 14 days at the latest, starting from the day on which you have informed us about the cancellation of the agreement. The deadline is adhered to if you sent the goods before the deadline's expiration of 14 days. You shall pay regular costs of the return if the delivered goods match with the ones ordered and if the price of the returned goods does not exceed an amount of 40 euros or, regarding a higher price of the object, if you have not rendered any counter performance or a partial payment agreed upon in the agreement at the time of the cancellation. Otherwise, the return is free. Goods not consignable by parcel post shall be collected at your location.

You only must account for any value loss of the goods if said value loss is attributable to a handling of the goods not necessary for examination of condition, quality and functionality.

6.3 Services Rendered

sonnen GmbH Am Riedbach 1 87499 Wildpoldsried tel.: +49 (0) 8304 92933-400 fax: +49 (0) 8304 92933-401
e-mail: info@sonnenbatterie.de Internet: www.sonnenbatterie.de, Register No.: HRB 10655, District Court Kempten/Allgäu
Managers: Christoph Ostermann, Oliver Koch, Philipp Schröder, Hermann Schweizer, Steffen Schneider

If sonnen has already rendered services during the cancellation deadline due to your request, especially the examination of the technical requirements on one of the sites determined by you for the utilisation of the products, you are to pay an appropriate compensation for this purpose. If no deviating agreement has been made, the compensation shall be calculated for this purpose from your order and sonnen's acceptance.

6.4 Waiver and Expiration of Cancellation Right

The above-mentioned cancellation right is not valid if the ordered goods are not pre-assembled and for whose production an individual selection or regulation by you was essential or if they are clearly tailored to your personal needs.

The cancellation right expires if the agreement has been fulfilled on both sides upon request of the customer before the customer has exerted their cancellation right.

7. Claim for Defects, Liability

7.1 It is regarded as material defect if the goods do not display the condition agreed upon or are not suited for the utilisation agreed upon in the agreement.

7.2 Changes in the execution of the services as well as other changes benefiting the technical advancement are not regarded as defects.

7.3 If nothing to the contrary has been agreed upon and ordered, the suggestions as well as quantity and measurement records shall be made by sonnen in a generally non-binding manner.

7.4 sonnen is liable according to the legal regulations if the customer exerts claims for damages that are based on intent or gross negligence, including the intent or gross negligence of sonnen's representatives or fulfilment agents.

7.5 sonnen is liable according to the legal regulations if sonnen has culpably violated an essential obligation of the agreement. A liability is excluded for a simple negligent violation of non-essential obligations of the agreement.

7.6 If the customer is entitled to a claim for replacement of the damages instead of the service, sonnen's liability is generally limited to the replacement of the foreseeable, typically occurring damages. The same applies if the customer is entitled to claims for damages instead of the service.

7.7 The liability due to injuries to life, body or health shall remain unaffected. This also applies for the obligatory liability according to the product liability act as well as liability due to malicious concealment of a defect or due to the taking over of a warranty.

7.8 A warranty for the condition of the object or that the object shall retain a specific condition for a specific duration exceeding the legal rights to the removal of defects is exclusively taken over by sonnen if this has been explicitly agreed upon in writing.

7.9 Performance and product warranties of the manufacturers of used components (e.g. photovoltaic modules and inverters) shall exclusively be granted by the respective manufacturer if no deviating written agreements have been made. After the expiration of the warranty deadline, claims resulting from these warranties shall be directly addressed to the respective manufacturer.

7.10 A further liability is excluded, irrespective of the legal nature of the claim exerted. sonnen is specifically not liable for damages that have not been caused to the good itself, e.g. lost profit and other financial losses.

7.11 In so far as the liability is excluded or limited, this also applies for the personal liability of sonnen's employees, workers, staff, representatives and fulfilment agents.

7.12 Should the examination of the notice of defects reveal that the case is not covered by warranty, the costs caused within the scope of the examination and rendering of services are to be paid by the customer.

7.13 The legal limitation period applies for claims for defects.

7.14 If a liability for damages due to slight negligence and not based on injury to life, body or health of the customer is not excluded, such claims shall lapse within one year, starting from the emergence of the claim.

8. Reservation of Ownership

8.1 The delivered goods remain sonnen's property until the full payment of all obligations resulting from this agreement. If the customer is violating the agreement – especially in so far as they are in default concerning the payment for the owed compensation – sonnen is entitled to take back the reserved goods after an appropriate deadline for the performance has been set by sonnen.

8.2 Should sonnen take back the reserved goods, this is regarded as a withdrawal from the agreement. The transport costs resulting from taking back the goods shall be paid by the customer.

8.3 A pawning of the reserved goods by sonnen is also regarded as withdrawal from the agreement. Reserved goods taken back by sonnen can be utilised by sonnen. The profit earned by the utilisation shall be offset against the amounts the customer is due after an appropriate amount of the utilisation costs has been deducted.

8.4 The customer must handle the reserved goods with care. They must insure them appropriately at their own expense against fire and water damage and theft at their respective reinstatement values.

8.5 Regarding the pawning by third parties, the customer must indicate that the goods are sonnen's property and inform sonnen immediately so that sonnen can exert its property rights. If the third party is unable to pay sonnen the legal and extrajudicial costs caused in this context, the customer shall be liable for this.

9. Industrial Property Rights, Software Utilisation

9.1 sonnen shall remain owner of all copyright and exploitation rights for all plans, construction drawings, presentations as well as all illustrations, drawings, records, construction and circuit diagrams and other documents entrusted to the customer within the scope of the order fulfilment, regardless if in written or electronical form, that have been created by sonnen. Without the consent of sonnen they must not be made accessible to third parties or utilised by the customer. Upon sonnen's request, they are to be handed back with the assurance that no copies have been made. The customer is liable for any utilisation of the information in their possession that is contrary to these conditions.

9.2 Regarding the software contained in the delivery as well as updates, upgrades and extensions delivered for this purpose, the customer shall be granted a non-exclusive, non-transferable right to utilise the delivered software, including its documentation to the extent which is required for the appropriate operation of the sonnenProducts in accordance with the regulations of the supplied manual and instructions.

9.3 The utilisation right shall exclusively apply to the delivery object with which the software has been delivered. The customer's isolated utilisation of the software or utilisation in connection with other devices and products is not allowed.

9.4 The customer's further utilisation, especially the change, processing, reproduction, translation of the software as well as conversion from object code to source code is not allowed.

9.5 The utilisation limitation also includes the customer's accesses at system level for the purpose of changing ex works configured parameters, functions and utilisation limitations unless assured properties of the sonnenProducts are affected by these limitations due to the made agreements.

10. Data Protection / Approval

10.1 sonnen treats the personal data provided by the customer (e.g. name, address, email address, phone number) confidentially and according to the regulations of Germany's Federal Data Protection Act as well as the German Telemedia Act. The data required for the execution of the order is saved and may be forwarded within the scope of the order execution to fulfilment agents or sonnen's fulfilment agents access the sonnenProduct online to render the agreed upon services. As far as data has to be transferred to third parties in fulfilment of the contractual performances and if these data cannot be transferred anonymised sonnen has entered into agreements with these companies which are in compliance with the requirements of the applicable law.

10.2 The customer is entitled to request information on the status of their saved data as well as disagree to sonnen's utilisation, processing or transfer of their data for marketing purposes or withdraw the given approval.

10.3 If the customer has entered into a warranty or updated agreement with sonnen, sonnen shall access the delivered sonnenProducts online within the scope of rendering the contractual services. Data generated in the product shall be read, evaluated, processed and saved for the purpose of rendering the contractual services as well as enhancements of sonnenProducts, increase of efficiency of the sonnenProducts and the installation of software updates.

10.4 For the purpose of benchmarking, data read from the product may be forwarded to third parties in anonymised form.

10.5 The customer hereby agrees with the collection, processing, utilisation and forwarding of their anonymised data.

10.6 The customer is entitled to disagree with sonnen's utilisation, processing, saving and forwarding of their data or withdraw their given approval at any time.

10.7 sonnen is explicitly indicating that, if the customer is disagreeing with an online access to the product, the update services may not be done to the agreed extent or only against the payment of higher costs accruing due to the deactivation of the online access. The customer must pay the required working time for the update done on site at sonnen's applying fees at the time of the update's installation. The current hourly rate at the conclusion of the agreement is EUR 52 gross. The hourly rate can be adjusted from time to time and may vary for different countries about which sonnen will inform its customers when entering into a warranty agreement.. The current hourly rate can be requested under our service number (+49 8304 92933444).

Working time in terms of this regulation also includes journey and departure time from sonnen to the location of the update installation. The installation of an update on site generally takes an hour.

10.8 Reference is made to sonnen's data utilisation conditions which the customer approved at the conclusion of the agreement.

11. Place of Fulfilment, Jurisdiction, Applicable law

11.1 The place of fulfilment is sonnen's headquarters.

11.2 The place of jurisdiction is the residence of the defendant party, but Ulm for sonnen.

11.3 The laws of the Federal Republic of Germany apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

12. Final Provisions

sonnen GmbH Am Riedbach 1 87499 Wildpoldsried tel.: +49 (0) 8304 92933-400 fax: +49 (0) 8304 92933-401
e-mail: info@sonnenbatterie.de Internet: www.sonnenbatterie.de, Register No.: HRB 10655, District Court Kempten/Allgäu
Managers: Christoph Ostermann, Oliver Koch, Philipp Schröder, Hermann Schweizer, Steffen Schneider

12.1 If the customer is transferring rights and obligations from this agreement to third parties, they immediately must inform sonnen about this. Any delays in the rendering of services due to non-punctual notifications are to the disadvantage of the customer.