

**General Terms and Conditions of GPC Deutschland by Schmitt & Zerreissen GmbH**  
(hereinafter referred to as the “Company”)  
(Status: 01 October 2022)

**§ 1 Scope, Form**

1. These General Terms and Conditions of Sale (GTCS) apply to all business relationships with our customers (“Buyer”). The GTCS only apply if the Buyer is an entrepreneur (§ 14 German Civil Code – BGB), a legal entity under public law, or a special fund under public law.
2. The GTCS apply in particular to contracts for the sale and/or delivery of movable goods (“Goods”), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer’s order, or at least in the version last communicated to the Buyer in text form, shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
3. Our GTCS apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent applies in all cases, for example even if the Buyer refers to its own terms and conditions within the order and we do not expressly object to them.
4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the GTCS. Trade terms shall, in case of doubt, be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce (ICC) in Paris in the version valid at the time of contract conclusion.
5. Legally relevant declarations and notifications by the Buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter, email, fax). Statutory formal requirements and further proof, particularly in case of doubts about the legitimacy of the declaring party, remain unaffected.
6. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, statutory provisions shall apply unless they are directly modified or expressly excluded in these GTCS.
7. GPC Deutschland by Schmitt & Zerreissen GmbH is entitled to use and publish photographs of installed photovoltaic systems, indicating the location (postal

code, city), for advertising purposes. This includes in particular brochures, websites, editorial publications and advertisements in the press.

## **§ 2 Conclusion of Contract, Scope and Execution of Orders**

1. Our offers are non-binding and subject to change. This also applies if we have provided the Buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we retain ownership and copyright.
2. The Buyer's order of the Goods shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this offer within two weeks after its receipt.
3. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the Goods to the Buyer.
4. Technical changes as well as changes in form, color and/or weight remain reserved within reasonable limits. Information on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations thereof (e.g. drawings and illustrations) are only approximate unless exact conformity is required for the contractual purpose. They do not constitute guaranteed characteristics but descriptions or identifications of the delivery or service. Customary deviations and deviations due to legal regulations or technical improvements, as well as replacement of components by equivalent parts, are permissible provided they do not impair suitability for the contractual purpose.
5. **Profitability calculation:** Using special software for the simulation of photovoltaic systems, profitability calculations can be created. The result depends on numerous parameters and factors. All object data underlying such calculations (e.g. roof area, inclination, orientation, possible shading, etc.) must be checked by the Buyer upon receipt. Irradiation data used are based on published historical values and therefore only represent forecasts. Profitability calculations are illustrative only and are not part of the contract. GPC Deutschland by Schmitt & Zerreissen GmbH assumes no liability for yield forecasts generated by software.
6. The scope of services results from the order confirmation and may include procurement, delivery and installation. The Company is entitled to transfer parts or the entire order to third parties without requiring the Buyer's consent.

7. The Buyer is responsible for ensuring that all structural requirements and permits for installation of the photovoltaic system at the installation site (e.g. building roof) are fulfilled. This particularly includes static requirements and the suitability of the building structure. The Buyer confirms that the building's structural requirements have been verified and are suitable. Upon request, the Company may require proof.
8. Feeding electricity into the local grid requires a contract between the Buyer and the network operator, which is the Buyer's responsibility. The commissioning date is determined by the network operator. If a grid connection approval is required, the Buyer must obtain it in advance. Within future contracts, the Company may arrange this on behalf of the Buyer. The connection point is determined by the network operator.
9. Excavation work and the construction of connection lines directly to the transformer are not part of the contract. Upon request, the Company will provide a quotation. The Buyer is responsible for obtaining necessary permissions from affected property owners. These works require a separate order and may be performed by the Company or third parties. Costs are payable additionally and immediately after completion.

### **§ 3 Delivery Period and Delay**

1. Delivery periods are agreed individually or specified upon acceptance of the order.
2. If binding delivery deadlines cannot be met for reasons beyond our control (non-availability), we will inform the Buyer and provide a new expected delivery date. If delivery is still unavailable, we may withdraw from the contract and refund any payments made.
3. Delay in delivery is governed by statutory provisions; however, a reminder from the Buyer is required. In case of delay, the Buyer may claim compensation of 0.5% of the net price per week, up to a maximum of 5%. We reserve the right to prove lower damage.
4. Buyer's rights under § 8 and statutory rights remain unaffected.

### **§ 4 Delivery, Transfer of Risk, Acceptance**

1. Delivery is ex warehouse (place of performance). Shipment to another destination is at the Buyer's request and expense.

2. Risk transfers upon delivery or, in case of shipment, upon handover to the carrier. If acceptance is agreed, it is decisive for risk transfer.
3. In case of default of acceptance, we may claim damages including storage costs (1% per calendar day of order value).
4. Further claims remain unaffected; the Buyer may prove lower damages.
5. For installation services, a written acceptance protocol must be signed by both parties.
6. Acceptance is deemed to have occurred under specified conditions (completion, notification, lapse of time, or use).

## **§ 5 Prices and Payment Terms**

1. Prices valid at the time of contract conclusion apply, ex warehouse, plus statutory VAT.
2. Price adjustments apply if procurement costs change by more than 5%.
3. Adjustments reflect proportional cost changes; increases and decreases are offset.
4. Buyer is informed in text form; supporting documents may be requested.
5. If increases exceed 5%, both parties may withdraw from the contract.
6. Transport costs, duties, taxes are borne by the Buyer.
7. Payment is due within 14 days of invoicing and delivery/acceptance. Advance payment may be required.
8. In case of delay, statutory default interest applies.
9. Set-off rights apply only to undisputed or legally established claims.
10. If Buyer's solvency is at risk, we may refuse performance or withdraw.

## **§ 6 Retention of Title**

1. We retain ownership of the Goods until all claims are fully paid.
2. Goods may not be pledged or assigned as security; Buyer must notify us of third-party access.
3. In case of breach, we may withdraw and reclaim the Goods.

4. Resale and processing are permitted under specific conditions; claims are assigned to us as security.

## **§ 7 Warranty Claims**

1. Statutory provisions apply unless otherwise stated.
2. Basis is intended use (§ 434 BGB).
3. Digital elements are only owed if agreed.
4. Claims require proper inspection and notification.
5. We may choose repair or replacement.
6. Buyer must allow time and access for remedy.
7. Costs are borne according to law if defect exists.
8. Self-remedy is allowed in urgent cases.
9. Withdrawal or reduction possible if remedy fails.
10. Further claims only under § 8.

## **§ 8 Other Liability**

1. Liability governed by statutory provisions.
2. Unlimited liability for intent and gross negligence; limited liability for minor negligence.
3. Limitations also apply to third parties.
4. Withdrawal only if breach is attributable to us.

## **§ 9 Limitation Period**

1. Warranty claims expire after one year.
2. For construction-related goods: 5 years.
3. Other statutory provisions remain unaffected.

## **§ 10 Choice of Law and Jurisdiction**

1. German law applies, excluding UN sales law.

2. Place of jurisdiction is Ahorn-Buch, Germany, unless otherwise required by law.