1. Validity, differing terms and conditions of business, authority to represent

2. Services rendered by Schletter shall be liable according to the rules of the law in so far as for the underlying purchase contract time

3. If the customer is in default with accepting goods or services, or if the customer culpa bly breaches other duties of collaboration, then Schletter shall be entitled to demand indemnity for any losses suffered in this regard, including any additional expenses. The right to assert further claims or rights remains reserved.

4. Any assignment of claims shall only be permitted with the prior written consent of Schletter.

5. Schletter shall be liable for the purchase contract subject to proviso. The customer agrees that Schletter have the right to modify the delivery content.

6. Schletter shall only take out transport insurance upon specific instructions and at the cost of the customer. The customer indemnifies Schletter against claims of third parties in respect of such violations of law.

7. General Terms and Conditions of Sale and Supply of Schletter Solar GmbH

8. Duty of examination and notification of complaints, claims as to defects

9. Liability for claims according to the product liability law, in cases of intent or gross negligence, including intent or gross negligence of its representatives or vicarious agents

10. The customer – by itself or through third parties – may not during the rendering of services or for 12 months after the completion of the services, carry out or cause to be carried out, modifications or drawings without prior notice, provided that these modifications neither contradict the order confirmation nor involve a change of the design or material. In cases of violation of the terms of this section, the customer shall be liable to Schletter if the use of such documents infringes any intellectual property rights, proprietary rights, trade secrets, or any other proprietary rights of third persons.

11. Guarantee for products

12. Applicable law, place of performance, place of jurisdiction

13. Solicitation of Employees

14. Applicable law, place of performance, place of jurisdiction

15. Solicitation of Employees

16. General Terms and Conditions of Sale and Supply of Schletter Solar GmbH

17. Retention of title

18. The customer shall retain ownership of the item purchased until the receipt of all payments arising from the business relationship with the customer. Prior to this, the customer must not pawn the item or assign it as security. The customer shall only be authorized to sell the item if it is resold to Schletter as part of the proceeds of sale. If Schletter shall be entitled to reclaim the item purchased. Reclaming of the item purchased by Schletter shall constitute an automatic revocation of any further delivery or performance free of charge or for a price.

19. Offers, conclusion of contract, commercial property rights

20. Any terms and conditions of business of the customer deviating from or supplementing these T&Cs shall not be part of the contract. These T&Cs shall only apply with regard to entrepreneurs, public legal entities or public special funds.

21. All prices shall be ex works plus packaging and the respectively applicable statutory value added tax and services tax.

22. The prices are calculated on the basis of the currency exchange rate and steel price valid at the date of quotation. In case of currency exchange rate changes between currency offered and EURO by more than +/- 5 percentage points within the delivery period, Schletter shall be entitled to withdraw from the contract or change the price as a result of an express written price adjustment request.

23. If the steel price changes by more than +/- 5 percentage points within the delivery period, Schletter shall be entitled to withdraw from the contract or change the price as a result of an express written price adjustment request.

24. If the customer supplies any illustrations, drawings, drafts, designs, samples, prototypes or other documents, the customer shall be liable to Schletter if the use of such documents infringes any intellectual property rights, proprietary rights, trade secrets, or any other proprietary rights of third persons.

25. In case of currency exchange rate changes between currency offered and EURO by more than +/- 5 percentage points within the delivery period, Schletter shall be entitled to withdraw from the contract or change the price as a result of an express written price adjustment request.

26. The customer also assigns to Schletter as security claims, which arise against a third party due to the transactions.

27. The customer undertakes to release the security due to if the request of the customer if the realizable value of Schletter’s security exceeds the claims to be secured by more than 10%; selection of the security to be released shall be incumbent upon Schletter.

28. Any agreement as to quality from these terms or the assumption of any guarantee shall only be valid if written in or appended to these T&Cs.

29. The customer agrees that Schletter may use and transfer personal data processed in connection with the parties’ business relationship. Any subsequent amendments to these T&Cs shall become valid if the customer either agrees to these amendments in writing or makes use of the changed terms.

30. Pursuant to Section 33 of the Federal Law on Data Protection [Bundesdatenschutzgesetz], Schletter notifies the data subject is in scope and used for business purposes.

Dated: April 2022