General Terms and Conditions of Energy Partners GmbH for the sale and installation of photovoltaic systems, energy storage systems and charging stations*

1. General, scope of application

1.1. These General Terms and Conditions (hereinafter "GTC") apply to all business relationships of Energy Partners GmbH, Traunstein, (hereinafter "Energy Partners") with contractual partners (hereinafter 'Customer' or "Customers") if the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

1.2. These GTC apply exclusively to contracts for the sale, delivery and installation of photovoltaic systems together with accessories, energy storage systems, charging columns and other movable items (hereinafter referred to as "Products").

1.3. These GTC shall also apply in their respective version as a framework agreement for all future contracts for the delivery of products with the same customer, without Energy Partners having to refer to them again in each individual case; changes to these GTC shall be notified to the customer in writing and shall be deemed approved if the customer does not object to the change in text form within the meaning of Section 126b BGB. The customer will be informed of this consequence when the changes are announced. The customer must object to the changes in writing within six weeks of notification

1.4. These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall not become part of the contract, even if Energy Partners is aware of them and does not separately object to their validity in individual cases, unless their validity is expressly agreed to in writing. Silence does not constitute consent. Energy Partners' objection to the customer's terms and conditions shall also apply in cases where Energy Partners' own terms and conditions do not contain any provisions to this effect. The objection shall also apply if Energy Partners carries out the delivery and assembly or other service without reservation in the knowledge of deviating terms and conditions of the customer.

1.5. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall always take precedence over these GTC. The content of such agreements shall be governed by a written contract or confirmation from Energy Partners in text form within the meaning of Section 126b of the German Civil Code (BGB).

1.6. Legally relevant declarations and notifications to be made by the customer to Energy Partners after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing to be effective.

1.7. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCs.

2. Offer, conclusion of contract, price, documents

2.1. The offers of Energy Partners are non-binding unless they are expressly marked as binding.

2.2. By placing an order, the customer makes a binding declaration that he wishes to purchase the products ordered. Energy Partners is entitled to accept the contractual offer contained in the order within two (2) weeks of receipt. Acceptance may be declared in writing, in text form, in electronic form or by delivery of the products to the customer. Energy Partners is entitled to require the customer to submit proof of capital or financing confirmations from banks to finance the purchase price of the product.

2.3. Energy Partners' order confirmation, if issued, including these GTC, shall be decisive for the scope of the contractually owed service. Verbal promises or agreements made prior to the order confirmation are non-binding and are replaced by the order confirmation, unless they expressly state that they are binding. Section 1 (5) of the GTC shall remain unaffected by this.

2.4. Information, drawings, illustrations, technical data, weight, dimension and performance descriptions contained in brochures, catalogs, circulars, advertisements, price lists or documents belonging to the offer are non-binding and have a purely informative character, unless they are expressly designated as binding. They do not constitute a guarantee of quality or durability of the products to be delivered or services to be rendered by Energy Partners. Accordingly, samples and specimens serve only as illustrative objects with average quality characteristics, dimensions and colors. Customary deviations, in particular deviations within the tolerances of the EN or DIN standards, and deviations that occur due to legal regulations or represent technical improvements, are permissible within reasonable limits, provided that they do not impair the usability for the contractually intended purpose.

2.5. Energy Partners reserves the right to make changes to the design, material selection, specification, system performance and type of construction even after the order confirmation has been sent without prior notice, provided that these changes do not contradict either the order confirmation or the Customer's specification, or provided that the subject matter of the contract and its external appearance do not suffer any loss of quality or other unreasonable changes for the Customer as a result.

2.6. Energy Partners reserves its property rights, copyrights and industrial property rights to all cost estimates, illustrations, drawings, drafts, designs, tools and other documents (hereinafter referred to as "Documents") without restriction. The customer is only permitted to use them within the scope of the purpose of the contract. The customer is not permitted any other use, in particular duplication, distribution, publication, reproduction, processing, redesign, transfer to third parties or other commercial use. If the order is not placed, the documents must be returned to Energy Partners immediately upon request.

2.7. If illustrations, calculations, drawings, drafts, designs, static calculations or other documents are supplied by the Customer, the Customer shall be liable to Energy Partners for the accuracy and completeness of the documents provided and that the use of the documents does not infringe any industrial property rights, in particular patents, designs, copyrights or other rights of third parties. The customer shall indemnify Energy Partners against all claims asserted against Energy Partners due to a breach of the aforementioned obligations.

3. Scope of services

3.1. The scope of the services is set out in Energy Partners' order confirmation and any agreed ancillary services. This includes, among other things, the assignment of Energy Partners' manufacturer's warranty to the customer accepting it, provided that Energy Partners itself is the beneficiary of the respective manufacturer's warranty for the product sold.

3.2. Energy Partners shall be entitled to have the services required for the performance of the contract carried out by third parties .

3.3. Energy Partners is entitled to charge separately for all additional services that were not originally listed in the order confirmation and only become evidently necessary during the installation of the product as an ancillary service after agreement with the customer. This includes in particular the absence of cable routes, cable trenches, empty conduits and an empty space/measuring transformer for the feed-in. The same shall apply in the event of a change to the scope of services requested by the customer.

4. Prices, terms of payment

4.1. All fees are subject to the applicable statutory value added tax.

4.2. Subject to a change in the scope of delivery and assembly after the order confirmation has been sent, the total amount stated in the order confirmation shall be paid by the customer as the purchase price if a delivery and assembly date of a maximum of 4 months from the date of dispatch of the order confirmation has been agreed. Otherwise, the purchase price shall change in the same proportion as the purchase prices of Energy Partners for the components of the product according to the order confirmation plus VAT change up to the date of delivery. Energy Partners shall notify the customer of the changed purchase price in writing (hereinafter "Purchase Price Notification"). Withdrawal from the contract is excluded in accordance with § 309 No. 1 and § 310 BGB (German Civil Code).

4.3. Unless expressly agreed otherwise in the order confirmation, the entire purchase price shall be paid within fourteen (14) days of the invoice date and delivery or provision of the service, without any deduction. Decisive for the date of payment is the date of receipt of payment by Energy Partners. Upon expiry of the above payment period, the customer shall be in default; this shall also apply if he is not responsible for the late receipt of payment.

4.4. If the customer is in default, Energy Partners is entitled to charge the customer a reasonable fee of EUR 5.00 for each reminder, unless the customer can prove that the actual costs incurred are lower. If the due date is exceeded or in the event of deferral, Energy Partners is entitled to demand interest on arrears or deferral in the annual amount of 8 percentage points above the respective base interest rate, but at least 8 percent, as well as the lump sum according to § 288 paragraph 5 BGB in the amount of EUR 40.00. Energy Partners expressly reserves the right to prove and assert higher damages caused by default. The claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected. If partial payment has been agreed and the customer is in arrears with a partial payment, Energy Partners is also entitled to suspend further performance until full payment of the outstanding partial amount has been made.

4.5. If the customer is in default of payment, Energy Partners is entitled, without prejudice to further claims and rights, to terminate any existing deferral agreement extraordinarily and to make all claims due immediately.

4.6. The customer may only offset a counterclaim that is undisputed, expressly recognized by Energy Partners or legally established.
The Customer shall only be entitled to assert a right of retention if the Customer's counterclaim originates from the same contractual relationship and is undisputed, recognized by Energy Partners or has been legally established.

4.7. If there are circumstances that prove an impairment of the customer's creditworthiness or the customer's inability to pay and therefore jeopardize Energy Partners' claim for payment, Energy Partners may make outstanding services or deliveries dependent on advance payment or the provision of security by the customer. If the customer refuses to make the advance payment or provide security or fails to do so despite a deadline being set, Energy Partners is entitled to withdraw from the contract and claim damages. If an application for insolvency has been filed against the customer's assets or insolvency proceedings have been opened, Energy Partners shall also be entitled to withdraw from the contract and claim damages.

5. prerequisites for delivery and delivery services, customer's obligation to cooperate

5.1. The customer shall ensure at his own expense that the delivery, installation and commissioning of the product can be started as agreed and carried out without interruption .

5.2. It is the customer's obligation to ensure that the structural requirements for the installation of the product are met at his own expense before the start of the installation work. In the case of the delivery of a rooftop photovoltaic system, this includes in particular checking the structural suitability of the entire roof structure and the building itself. In the case of the delivery of ground-mounted photovoltaic systems, energy storage systems or charging infrastructure, this includes in particular the inspection of the ground conditions, grid compatibility, environmental guidelines, sector information, freedom from contaminated sites and explosive ordnance. Section 2.7 above applies.

5.3. The Customer shall grant Energy Partners and third parties commissioned by it unrestricted access to the installation site, insofar as this is necessary for the provision of the contractually owed services. Any delay in the installation of the product resulting from the restriction of unrestricted access shall be borne by the customer.

6. delivery periods, delay in delivery, transfer of risk, default of acceptance

6.1. Dates or deadlines are only binding if they are agreed in writing.

6.2. If the customer does not cooperate in time to meet deadlines or dates, the deadlines and dates shall be extended / postponed by the period of the hindrance. This shall not apply if Energy Partners is responsible for the delay. Delays due to force majeure and events such as traffic disruptions, including those in the international movement of goods, namely imports, strikes, lockouts, official orders, etc., which make it impossible for Energy Partners to fulfill its obligations only temporarily. Energy Partners shall not be responsible for events which make it more than temporarily difficult or impossible for Energy Partners to provide the agreed services, even in the case of bindingly agreed dates and deadlines; they shall entitle Energy Partners to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled if the hindrance lasts for a period of more than 4 months. This shall also apply if the aforementioned events occur with third parties commissioned by Energy Partners or their contractors.

6.3 All delivery obligations of Energy Partners are subject to timely and complete self-supply. The reservation of self-supply applies subject to the proviso that Energy Partners has concluded a corresponding covering transaction in good time and/or Energy Partners itself is not responsible for the delayed delivery by its supplier.

6.4. The risk of accidental loss and accidental deterioration of the products shall pass to the customer upon delivery of the product at the place of assembly, in the case of sale by dispatch upon delivery of the products to the forwarding agent, carrier or other person or institution designated to carry out the shipment. This shall also apply if partial deliveries are made, carriage paid delivery has been agreed or we have assumed additional services, such as transportation.

6.5. The statutory provisions shall apply to the customer's default of acceptance. If the customer is in default of acceptance or violates Energy Partners' other obligations to cooperate, Energy Partners shall be entitled, without prejudice to its other rights, to store the products appropriately at the customer's risk and expense or to withdraw from the contract or claim damages in accordance with the statutory provisions, in particular after the unsuccessful expiry of a grace period set by Energy Partners. Further claims or rights are reserved.

7. Reservation of proprietary rights

7.1. Energy Partners retains title to the products sold until full payment of all claims - including future claims - arising from the business relationship with the customer. This shall also apply if payments have been made for certain products designated by the customer.

7.2. The products subject to our retention of title (hereinafter referred to as **"Retained Products"**) may not be pledged to third parties, transferred by way of security or otherwise encumbered with third-party rights before the secured claims have been paid in full.

7.3. The customer is obliged to notify Energy Partners immediately in writing of any access by third parties to the products subject to retention of title, in particular seizure, or any other impairment of the security rights by third parties, as well as any damage to or destruction of the products. The customer must provide Energy Partners with all information necessary for an intervention and hand over the required documents. Irrespective of this, the customer must inform third parties and enforcement bodies of Energy Partners' ownership in advance. If the third party is not in a position to reimburse Energy Partners for the extrajudicial and judicial costs of an intervention, the customer shall be liable to Energy Partners for the loss incurred.

7.4. Energy Partners is entitled to withdraw from the contract and take back the Products in the event of breach of contract by the customer, in particular in the event of default in payment or breach of an obligation under clauses 7.2. and 7.3. above. If Energy Partners asserts its claim for return after withdrawal from the contract, the customer hereby irrevocably authorizes Energy Partners to take possession of the Products subject to retention of title and to enter the place where the Products subject to retention of title are located for this purpose. The taking back of the Reserved Products by Energy Partners shall constitute a withdrawal from the contract, notwithstanding the assertion of claims for damages. After taking back the Products subject to Retention of Title, Energy Partners shall be entitled to sell them; the proceeds of such sale shall be set off against the customer's liabilities, less reasonable costs of sale.

7.5. If the Customer acquires a claim under the law of obligations arising from a security mortgage through the installation of the Product on a building or property, it shall assign this claim to Energy Partners to the value of the Products subject to retention of title (final invoice amount, including VAT) to secure payment of the purchase price.

7.6. Energy Partners undertakes to release the securities to which it is entitled at the customer's request to the extent that the realizable value of the securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released shall be at Energy Partners' discretion.

8. warranty

8.1. The customer's claims for defects presuppose that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). Recognizable defects (including wrong and short delivery) must be reported to Energy Partners immediately, but no later than seven (7) days after commissioning of the Products in text form, describing the defect in sufficient detail. Hidden defects must be reported to Energy Partners immediately, but no later than seven (7) days after their discovery, in text form, describing the defect in sufficient detail. If the customer fails to carry out a proper inspection, Energy Partners' liability for the unreported defect is excluded.

8.2. If the delivered product does not meet the subjective requirements listed below, the objective requirements or the installation requirements, Max Solar reserves the right, at its own discretion, to provide subsequent performance in the form of rectification of defects or delivery of a new defect-free component of the product. Energy Partners is entitled to make the subsequent performance owed dependent on the customer not being in default of payment. This does not apply if Energy Partners is entitled to refuse subsequent performance on the basis of statutory regulations. The delivered product does not meet the subjective requirements if

a) it does not have the quality agreed between the customer and Energy Partners or

b) it is not suitable for the use stipulated in the contract or

c) it is not handed over with the agreed accessories and the agreed instructions, including assembly and installation instructions.

Unless otherwise agreed between the Customer and Energy Partners in compliance with the applicable information and formal requirements, the product does not meet the objective requirements if

a) it is not suitable for normal use or

b) it does not have the quality that is customary for items of the same type and that the customer can expect, taking into account the nature of the item and the public statements made by Energy Partners or another link in the contractual chain or on their behalf, in particular in advertising or on the label, or

c) if it does not correspond to the nature of a sample or specimen provided by Energy Partners to the customer prior to the conclusion of the contract, or

d) if it is not handed over with the accessories, including packaging, assembly or installation instructions and other instructions that the customer can expect to receive.

A valid alternative agreement between the Customer and Energy Partners on the objective requirements of the Product requires that the Customer has

been specifically informed before submitting its contractual declaration that a certain characteristic of the Product deviates from the objective requirements and that the deviation in this sense has been expressly and separately agreed in the Contract.

8.3. The Customer shall give Energy Partners the time and opportunity required for the subsequent performance owed, in particular to hand over the defective component of the Product for inspection purposes. In the event of a replacement delivery, the customer must return the defective product component to Energy Partners in accordance with the statutory provisions.

8.4. If a request by the Customer to remedy a defect proves to be unjustified, Energy Partners may demand reimbursement of the resulting costs from the Customer.

8.5. The subsequent performance owed by Energy Partners shall be deemed to have failed after the third attempt. If the subsequent performance fails, if it is unreasonable for the customer or if Energy Partners has refused it in accordance with the statutory provisions, the customer's rights shall be governed by the statutory provisions, taking into account Section 11 (Limitation of Liability, Damages).

8.6. Claims for defects shall not exist in the event of insignificant deviations from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable installation surfaces or due to special external influences which are not assumed under the contract, or in the event of non-reproducible software errors.

8.7. Energy Partners accepts no liability for the natural ageing of the roof covering. In accordance with the technical regulations for hazardous substances (TRGS), installation on corrugated eternit roofs or hazardous materials containing asbestos is not permitted. Excluded from the warranty are natural wear and tear and ageing, damage resulting from improper or negligent handling, excessive use, unsuitable equipment and failure to observe operating instructions. The same applies to damage caused by modifications or repair work carried out by the purchaser or third parties not engaged by Energy Partners. It is recommended that the product is only serviced and maintained by Energy Partners or a qualified specialist company during the warranty period.

9. withdrawal from the contract

In the event of non-delivery, incorrect, incomplete or untimely delivery to Energy Partners, Energy Partners is entitled to withdraw from the contract. Energy Partners is also entitled to withdraw from the contract if an application for the opening of insolvency proceedings has been filed against the customer's assets, an affidavit has been made in accordance with Section 802c (2) of the German Code of Civil Procedure (ZPO) or insolvency proceedings have been opened against the customer's assets or the opening has been rejected for lack of assets**.**

10. limitation of liability, damages

10.1. Claims for damages and reimbursement of expenses by the customer, regardless of the legal grounds, are excluded. In all cases, the special statutory provisions for final delivery of the products to a consumer (supplier recourse according to §§ 478, 479 BGB) remain unaffected.

10.2. The exclusion of liability under clause 10.1 above shall not apply (i) in the event of liability under the Product Liability Act; (ii) in cases of intent or gross negligence; (iii) in the event of culpable injury to life, limb or health; (iv) in the event of breach of material contractual obligations, i.e. obligations the fulfillment of which is essential for the proper performance of the contract and on the observance of which the customer regularly relies and may rely. However, liability for breach of material contractual obligations is limited to compensation for foreseeable damage typical for the contract, unless Energy Partners is liable due to intent or gross negligence, injury to life, limb or health or under the Product Liability Act.

10.3. In the event of liability for simple negligence, Energy Partners' obligation to pay compensation for property damage and other financial losses resulting therefrom shall be limited to the amounts covered by its respective liability insurance, even if this involves a breach of material contractual obligations. The amount of cover per loss event is EUR 1,000,000 (one million) for personal injury and other damage (property damage and financial loss). Energy Partners shall not be liable to the customer for indirect or consequential damages. Indirect or consequential damages include, in particular, loss of production, loss of profits, loss of reputation and loss of goodwill.

10.4. The customer is obliged to take appropriate measures to avert and minimize damage.

11. advertising, reference

The customer agrees that Energy Partners may name the installed product as a reference, publish it and advertise it with photos of the installed product. When naming the installed product as a reference installation, Energy Partners is obliged not to name and publish any personal data or detailed location data that would allow conclusions to be drawn about the customer and the location of the product.

12. statute of limitations

12.1. The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless these GTC stipulate otherwise.

12.2. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery or transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance.

12.3. Statutory limitation provisions for claims for restitution in rem by third parties (§ 438 para. 1 no. 1 BGB), in the event of fraudulent intent by Energy Partners (§ 438 para. 3 BGB), for claims in supplier recourse (§ 479 BGB), from the Product Liability Act (ProdHaftG) and for the claims for damages mentioned in sections 11.2. and 11.3. remain unaffected. In these cases, the statutory limitation provisions shall apply exclusively.

12.4. Insofar as Energy Partners owes the Customer compensation for damages due to or as a result of a defect in accordance with Section 11, the limitation periods set out in this Section 14 shall also apply to competing non-contractual claims for damages, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) leads to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act remain unaffected in any case.

13. final conditions

13.1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods - CISG) shall not apply.

13.2. The exclusive place of jurisdiction for any disputes arising from our business relationship with the customer, including these GTC, shall be the registered office of Energy Partners in Traunstein (Traunstein Local Court, Traunstein Regional Court), provided that the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law. The same applies if the customer has no general place of jurisdiction in Germany or if his registered office, domicile or habitual residence is unknown at the time the action is brought. However, Energy Partners is also entitled to bring an action at the customer's general place of jurisdiction.

13.3. Should individual provisions of this contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of this contract. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

13.4. There are no verbal collateral agreements.

Status: July 2025

* The English version is a translation of the German version. In the event of any ambiguities with regard to the translation, the German version shall take precedence over the English version.