



**GENERAL WEBSHOP TERMS AND CONDITIONS FOR  
CONSUMERS PURCHASING AT A DISTANCE  
(WEBSHOP TERMS AND CONDITIONS)**

/ Valid dating from 01.07.2017

## **1. SCOPE OF THE TERMS AND CONDITIONS; INFORMATION REQUIRED TO BE DISCLOSED (PURSUANT TO SECTION 5 OF THE AUSTRIAN E-COMMERCE ACT AND SECTION 25 OF THE AUSTRIAN MEDIA ACT)**

- 1.1. These Webshop Terms and Conditions are exclusively applicable to goods and services of Fronius International GmbH that are ordered by customers at a distance and to payments to us. Insofar as applicable provisions are not contained herein, the General Terms and Conditions of Supply issued by the Austrian Electrical and Electronics Industry Association will apply. Any deviating terms and conditions or similar of the customer will only be binding upon us if we have expressly agreed in writing to be bound by them.
- 1.2. When placing an order, the customer shall acknowledge the exclusive applicability of the Webshop Terms and Conditions set out herein by clicking on the relevant check box. The version of the Webshop Terms and Conditions that is in effect at the time of use, registration or ordering by the customer is applicable (see paragraph 4). We offer our goods and services to both consumers and companies by distance selling. These Webshop Terms and Conditions apply solely to consumers; under these Webshop Terms and Conditions, a "consumer" is therefore every person for whom the legal transaction that is or will be concluded does not come under the business activities of their company. "Company" is understood as defined in the Austrian Consumer Protection Act. Our General Delivery and Payment Conditions are applicable to customers that are companies; these Webshop Terms and Conditions will only serve to fill any gaps in the General Delivery and Payment Conditions.
- 1.3. The Webshop Terms and Conditions and the online registration process, order process and conclusion of distance contracts are offered in German, English, French, Italian and Spanish. Customers may conclude contracts with us via the <http://shop.fronius.com> online platform.
- 1.4. The Terms of Use and Webshop Terms and Conditions may be viewed at any time at <http://shop.fronius.com> and may be downloaded in PDF format. A clear link is available on the website of our online platform to these Terms of Use and Webshop Terms and Conditions.
- 1.5. We are Fronius International GmbH, Froniusstraße 1, 4643 Pettenbach, Austria, registered in the Styria commercial register under no. FN 149888z, telephone: +43 7242 241-0, fax +43 7242 241-3940, e-mail: [contact@fronius.com](mailto:contact@fronius.com), website: [www.fronius.com](http://www.fronius.com); registered office: Pettenbach; VAT identification number: ATU52614407; chamber membership: Upper Austria Economic Chamber; line of business: production and sale of goods by the Perfect Welding, Solar Energy and Perfect Charging Divisions. Regulations applicable to us include, in particular, the Austrian Trade Act of 1994, which may be accessed at [www.ris.bka.gv.at](http://www.ris.bka.gv.at). Our supervisory authority pursuant to the Austrian E-Commerce Act is the Kirchdorf an der Krems administrative authority.

## **2. GOODS AND SERVICES OFFERED BY FRONIUS BY DISTANCE SELLING**

- 2.1. The main characteristics of the goods/services offered by us in the FRONIUS webshop are described clearly and understandably, including the relevant warranty terms and conditions, and the total monthly costs, duration and termination options in the case of subscriptions (see Section 4.2).
- 2.2. In the case of downloadable digital content, especially software and software updates, the (further) conditions of use and the functionality of digital content, including applicable technical protection measures for such content are described in detail on our online platform. Where applicable, that includes – if significant – the interoperability of digital content with hardware and software, insofar as we are aware of or can reasonably be expected to have been aware of such interoperability. The digital content is provided by us for downloading and use either for a one-time fee or as a subscription (i.e. for a given duration with an ongoing payment obligation).
- 2.3. In the case of warranty extensions, the service of the warranty extension for the offered/ordered period is deemed to have been fully performed by us once the warranty originally provided by us expires and the warranty extension therefore begins; in the case of doubt, the date indicated on or in connection with the goods, e.g. as indicated by the software, will apply.
- 2.4. Our documents, such as drawings, diagrams, test specimens and samples, and details of dimensions, weight, performance and consumption, are only approximate and do not therefore constitute specifically agreed properties. We reserve the right to make design-related modifications.
- 2.5. We retain ownership of and copyright to our cost estimates, drawings and any other documents or tools; they are not permitted to be made accessible to third parties or used for the purposes of third parties.

## **3. CONCLUSION OF DISTANCE CONTRACTS**

- 3.1. A distance contract is concluded between the customer and Fronius International GmbH for the offered goods/services through acceptance of an offer made by the customer. On our online platform, the customer may place orders (= make an offer) for offered goods/services via a webshop.
- 3.2. On each page of our webshop, the customer is informed about the available payment methods. The following technical steps result in a binding order requiring payment for the goods and services offered at a distance.
  - 3.2.1. The customer shall select the goods/service that he/she wishes to order by clicking on the select button. The customer then has the option of either ordering further goods/services by clicking on the relevant select button or continuing the order process with the selected goods/services by clicking on "Order selection" or "Order free of charge".
  - 3.2.2. In the next step of the order process, the customer is required to enter his/her data ("registration"); if the customer is already registered, he/she is required to log in using his/her user name and password; the customer also has the option of registering for our newsletter at this point.

- 3.2.3. By clicking on "my basket", the customer may view a list of all goods/services that he/she wishes to order, including the order details. The customer has the possibility to correct any incorrect entries. The contract partner, i.e. Fronius International GmbH, and the total price, including all taxes and levies, are indicated, as are the total monthly costs, duration and termination options in the case of subscriptions (see Section 2.2).
- 3.2.4. If applicable, the customer shall instruct us to begin the service (warranty extension) or the supply of downloadable digital content immediately or within the withdrawal period; as a result the customer will have no right of withdrawal if performance has begun within the withdrawal period and is fully performed (see also Section 2.3).
- 3.2.5. The binding order requiring payment is placed once the customer accepts the Webshop Terms and Conditions by clicking on the relevant check box and clicks on the "proceed to pay" button.
- 3.2.6. The customer will then be redirected (a) to the relevant payment site if the customer has selected payment by credit card or PayPal; we do not assume any liability for the content of such external sites, or (b) to a page for entry of the required account details if the customer has selected payment by immediate transfer; we do not assume any liability in this case either.
- 3.2.7. Once the order has been received by our server, the customer will receive an automated technical confirmation of the order receipt by e-mail, which also includes the text of the order, the applicable Delivery and Payment Conditions and, where applicable, a statement pursuant to Section 3.2.4.
- 3.2.8. We either expressly accept the order/offer of the customer by separate e-mail ("order confirmation") or – especially in the case of downloadable digital content – by supplying the relevant downloadable digital content.
- 3.3. We are entitled to decline acceptance of the customer's offer, without giving any reason, especially if the information on our online platform was incorrect or we cannot fulfil the order, irrespective of the reason. In such event, any payments will be reimbursed to the customer, without deduction of any fees. The customer may not make any further claims for compensation.
- 3.4. The customer shall ensure that the e-mail address provided by him/her is correct, so that emails sent by us to that address – especially download links for digital content – can be received at all times. In particular, the customer, if he/she uses spam filters, shall ensure that all e-mails sent by us can be delivered. The customer agrees to notify us immediately in writing of any changes to his/her delivery address, including his/her e-mail address. Statements of legal relevance will be sent to the customer's last known (e-mail) address. The delivery is deemed to have been successful even if the customer has changed his/her e-mail address, if the customer has not notified us of the change.
- 3.5. The text of the order is stored by us. However, we do not offer an "order portal" with access to orders placed by the customer.

## **4. PRICE AND PAYMENT CONDITIONS, RETENTION OF TITLE; OFFSETTING**

- 4.1. The prices of our goods/services are clearly designated on our online platform for consumers (including taxes and levies).
- 4.2. As a rule, all payments of the customer are due immediately, without any reductions. We retain ownership ("retention of title") until full payment. If the customer intentionally or negligently defaults on payment, we are entitled to charge default interest of ten percentage points above the applicable base interest rate of the National Bank of Austria (Oesterreichische Nationalbank), or at least 12% per annum. We may also claim compensation for other losses that we have incurred due to the consumer intentionally or negligently defaulting on payment, in particular the necessary costs of relevant extra-judicial debt collection measures, providing such costs are not disproportionate to the collected debt.
- 4.3. The customer's right to withhold payments is limited to his/her statutory right. The customer solely has the right to deduct its claims against us from its payment liabilities in the event of our insolvency or if the counter-claim of the customer has been established by court ruling or acknowledged by us.
- 4.4. We solely provide invoices for goods/services in the form of online downloads; the customer expressly consents to receive invoices in such a form. The customer may view the invoices in his/her user account under "my orders", download the invoices and/or print them out.

## **5. RIGHT OF WITHDRAWAL/RIGHT OF TERMINATION**

- 5.1. Instructions on withdrawal: the consumer has the right to withdraw from this contract within 14 days dating from conclusion of the contract without giving any reason. To exercise the right of withdrawal, the consumer must inform us of his/her decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The consumer may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for the consumer to send his/her communication concerning exercise of the right of withdrawal before the withdrawal period has expired.
  - 5.2. By law the consumer has no right to withdraw from contracts for our services if – based on the order/offer of the consumer and the consumer's acknowledgement that he/she will lose the right of withdrawal once the contract has been fully performed – we have begun the service before expiry of the withdrawal period and have fully performed the service (see extended guarantees in Section 2.3). Furthermore, the consumer has no right to withdraw from contracts for the supply of digital content (i.e. digital downloads) that is not supplied on a tangible medium if – based on the order/offer of the consumer and the consumer's acknowledgement that he/she will lose the right of withdrawal in the case of early performance of the contract – we have begun supply of the download before expiry of the withdrawal period.

- 5.3. Effects of withdrawal: if the consumer withdraws from this contract, we shall reimburse to him/her all payments received from him/her, including the costs of delivery (with the exception of the supplementary costs resulting from the consumer's choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about the consumer's decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise; in any event, the consumer will not incur any fees as a result of such reimbursement. Where a consumer instructs us to begin the services within the withdrawal period, the consumer shall pay us an amount which is in proportion to what has been provided until the time the consumer has informed us of the exercise of the right of withdrawal, in comparison with the full coverage of the contract.

## **6. COMPLAINTS; DISPUTE RESOLUTION; GUARANTEES; WARRANTIES; LIABILITY**

- 6.1. Complaints concerning our goods/services may be made by using the contact details specified in Section 1.
- 6.2. For the EU online dispute resolution platform for online contracts of sale and services, please see <http://ec.europa.eu/consumers/odr/>. For the Austrian conciliation board for consumer transactions, please see <http://www.verbraucherschlichtung.or.at/>. We are not, however, obliged to participate in such alternative dispute resolution proceedings.
- 6.3. The warranty terms and conditions that are indicated for our respective goods and services apply.
- 6.4. In addition, we provide consumers with a warranty pursuant to the statutory warranty provisions for the statutory period (24 months) in the case of goods that are provided against payment. It is noted, that the statutory warranty is not applicable to services.
- 6.5. We do not provide any warranty and are not liable for errors beyond our sphere of influence, including, but not limited to, data transmission errors.
- 6.6. If we fail to rectify defects within a reasonable grace period in the case of goods or services that are provided against payment, the consumer is entitled to demand the rescission of the contract or a suitable reduction in the purchase price. Costs incurred due to unfounded notices of defects are payable by the consumer.
- 6.7. With the exception of personal injuries, we are only liable for damage caused by wilful misconduct or gross negligence.

## **7. DATA PRIVACY**

- 7.1. Our data privacy policy may be viewed at any time at <http://www.fronius.com> and may be downloaded in PDF format. The data privacy policy forms an integral part of these Webshop Terms and Conditions.

## **8. WEBSITE DISCLAIMER; NOTICE OF INTELLECTUAL PROPERTY; USER-GENERATED CONTENT**

- 8.1. The information provided on our online platform has been carefully checked and is regularly updated. However, we cannot assume any warranty or liability for all information being complete and correct at all times.
- 8.2. We do not assume any liability for links to other websites that are linked to directly or indirectly. All such information may be modified, supplemented or removed without prior notice.
- 8.3. The websites that have been provided for use and the content and services provided via the websites have been developed by Fronius or on behalf of Fronius and Fronius holds all rights thereto. Content made available via the website (especially texts and images, etc.), including parts thereof or a revised form of such content, is not permitted to be copied, distributed, linked to or otherwise made publicly accessible without our consent.
- 8.4. If the customer has the option to upload his/her own content to our platforms (user-generated content), the following rules apply: we reserve the non-exclusive and irrevocable right to use the user-generated content free of charge; the right is unrestricted with respect to content, place and time. The right of use includes all current and future acts of exploitation, including the right to process the content using all possible techniques, including techniques that may become possible in the future and by possible means of exploitation. The right of use also includes use for the purpose of advertising our company and our goods/services. Insofar as we are granted rights to the content, we are entitled to use, but not obliged to exercise such rights. We may transfer all rights granted to us hereby fully or partially to third parties against payment or free of charge. If the customer is not itself the holder of the rights, he/she warrants that the holder of the rights has declared that it consents to the assignment of rights pursuant to the aforementioned provisions and shall hold us harmless and indemnify us, regardless of fault. The same applies to any unlawful user-generated content.

## **9. APPLICABLE LAW; DISPUTE RESOLUTION; JURISDICTION**

- 9.1. All legal relations between us and the customer as consumer are governed by Austrian law, excluding conflict-of-law provisions and the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer provisions of the country of domicile of the consumer that may result in more favourable provisions are unaffected.
- 9.2. With respect to possible dispute resolution, please see Section 6.2.
- 9.3. In the case of transactions with customers that are consumers, the courts at the domicile, habitual residence or place of employment of the consumer have jurisdiction if a

law suit is brought against the consumer; the courts at the registered office of Fronius will have jurisdiction if a law suit is brought against Fronius.

## **10. SEVERABILITY CLAUSE**

- 10.1. If any provisions of this contract are ineffective or unenforceable or become ineffective or unenforceable following conclusion of the contract, the effectiveness of the other provisions will be unaffected.
- 10.2. The ineffective provision shall be replaced by a provision that corresponds to the commercial intent of the contract.

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