

GENERAL TERMS & CONDITIONS FOR THE FRONIUS SOLAR ENERGY WEBSHOP (SHOP-SE.FRONIUS.COM) OF FRONIUS FRANCE S.A.R.L.

("Webshop Terms & Conditions")

valid from 2025/02/04

1. Scope; Provider Information.....	1
2. Distance Contract.....	2
3. Prices; Payment; Invoicing.....	3
4. Offsetting; Right of Retention	3
5. Withdrawal.....	3
5.1 Information on the right of withdrawal.....	3
5.1.1 Right of withdrawal	3
5.1.2 Consequences of withdrawal.....	4
5.2 Expiry of the right of withdrawal	4
6. Complaints; Dispute Resolution	5
7. Warranty.....	5
7.1 Legal warranties for Consumers	5
7.2 Legal warranties for Entrepreneur	8
8. Liability	8
9. Data Protection.....	9
10. Applicable Law; Place of Jurisdiction	9
11. Written Form; Severability Clause.....	9

1. Scope; Provider Information

- 1.1 These General Terms & Conditions ("Webshop Terms & Conditions" or "contract") apply to the purchase of digital products (e.g., software) (hereinafter referred to as "Product") and services (e.g., warranties and extended warranties) (hereinafter referred to as "Service") via our Webshop accessible at the following URL: <https://www.fronius.com> (hereinafter referred to as "the Webshop"). Within the scope of these Webshop Terms & Conditions only our own terms and conditions are applicable. Any deviating or additional terms and conditions applied by you are not binding on us, even if we do not object to them in specific cases, unless we explicitly acknowledge them. In such a case they will only apply to the individual contract in question.
- 1.2 Unless indicated otherwise, the Webshop Terms & Conditions apply both to consumers and entrepreneurs (hereinafter referred to as "Client"). A consumer is any natural person who concludes a legal transaction for

purposes that for the most part cannot be attributed either to his/her commercial, industrial, artisanal, agricultural or self-employed professional activity (hereinafter referred to as “Consumer”). An entrepreneur is a natural or legal person, public or private, or a partnership who acts for purposes falling within the scope of their commercial, industrial, artisanal, liberal, agricultural, or self-employed professional activity when concluding a legal transaction, including when acting on behalf of or for the account of another professional (hereinafter referred to as “Entrepreneur”).

- 1.3 Our General Terms and Conditions of Delivery and Payment (which can be accessed at <https://www.fronius.com/fr-fr/france/conditions-generales>) also apply to Entrepreneurs. In the event of contradictions between these Webshop Terms & Conditions and the General Terms and Conditions of Delivery and Payment, the provisions of the Webshop Terms & Conditions will take precedence.
- 1.4 We are Fronius France S.A.R.L.
ZAC du Moulin, 8 Rue du Meunier BP 14061 | 95723 Roissy CDG Cedex | France,
registered with the Trade and Companies Register of Pontoise under number 391 092 376 | VAT number: FR60391092376 | T : +33/(0) 1 39 33 12 12 | E : contact.france@fronius.com

2. Distance Contract

- 2.1 The presentation of Products in the Webshop constitutes a non-binding online catalog and not a legally binding offer. The unavailability of a Product will, in any case, be communicated to the Consumer before the finalization of their online order.
- 2.2 The following technical steps result in a binding order, subject to payment, for Products/Services that we offer at a distance:
- 2.2.1 You select the Products/Service you wish to purchase from us by clicking on the selection button. You then have the option of either selecting more Products/Services by clicking on the relevant selection button or continuing with the order process for the selected Products/Services by clicking on the corresponding button.
- 2.2.2 Clicking on the “Shopping Cart” button shows you a list of all the Products/Services selected for your order together with all the order details. You have the option of correcting any incorrect entries at any time before placing the order. Immediately before the order is placed we show you all the details again, such as the total price, including all taxes and charges, and, in the case of subscriptions, the total costs, duration, and cancellation options.
- 2.2.3 By clicking on the “Buy now” button, you place a binding order for the goods in your basket.
- 2.2.4 Once the order has been received by our server, we send you an automated technical confirmation of receipt by e-mail, which also contains the contract text for your order. We only store the contract text in the form of this e-mail.



- 2.2.5 Confirmation of receipt of the order is issued immediately after the order is sent and does not yet constitute acceptance of the contract. We can accept your order by sending confirmation of the order by e-mail or by making the digital content ordered available for download.
- 2.3 We are entitled to reject the offer without providing reasons. We may do so, in particular, if the information on our Website was incorrect or we cannot fulfill the order for any reasons whatsoever. In this case, any payments already submitted will be reimbursed free of charge. Any further claims for damages by the Client are excluded.
- 2.4 You must ensure that the e-mail address you provide is correct so that the e-mails sent by us – in particular with regard to download links to digital content – can be received at this address at any time. In particular, when using SPAM filters, you must ensure that all e-mails sent by us can be delivered. You undertake to notify us immediately, at least in text form, of any changes to your delivery address, including e-mail address. We will send any legally relevant declarations to you at your last known (e-mail) address. Thus, delivery shall be deemed to have been effected even if you have changed your e-mail address without informing us accordingly.

3. Prices; Payment; Invoicing

- 3.1 The prices valid at the time of ordering will apply. All prices include the applicable sales tax.
- 3.2 The possible payment methods are specified during the order process.
- 3.3 Our claims are due and payable upon placement of the order. In the event of default in payment we have the rights to which we are entitled by law.
- 3.4 We may make an electronic invoice (e.g., in the form of a PDF document) available for download (e.g., via your user account) or send one to you via e-mail, unless otherwise agreed. At our discretion we may also send a paper invoice.

4. Offsetting; Right of Retention

You have the right to set-off or the right of retention only insofar as your counterclaim is legally established or undisputed, or your counterclaim arises from the same contractual relationship.

5. Withdrawal

The provisions of Section 5 apply only to Consumers:

5.1 Information on the right of withdrawal

5.1.1 Right of withdrawal

You have the right to withdraw from this contract within fourteen days, without providing reasons.



The withdrawal period is fourteen days from the date of conclusion of the contract for the Services and fourteen days from the date of receipt the Products for the Products.

To exercise your right of withdrawal, you must notify us

Fronius France S.A.R.L.

ZAC du Moulin, 8 Rue du Meunier BP 14061

95723 Roissy CDG Cedex

France

T : +33/(0) 1 39 33 12 12

E : contact.france@fronius.com

of your decision to withdraw from this contract in a clear statement (e.g., a letter sent by post, a fax, or an e-mail). You may use the appended model withdrawal form for this purpose, although this is not a requirement.

To comply with the time limit, it is sufficient to send the notification that you are exercising your right of withdrawal before the withdrawal period ends.

5.1.2 Consequences of withdrawal

If you withdraw from this contract, we must reimburse all payments that we have received from you, including delivery charges (with the exception of additional costs resulting from the selection of a method of delivery other than the cheapest, standard form of delivery that we offer), without delay and at the latest within fourteen days of the date on which we receive notification of your withdrawal from the contract. For this repayment we will use the same payment method that you used for the original transaction, unless we have explicitly agreed otherwise with you; under no circumstances will you be charged any fees in connection with this repayment.

If you have asked for the services to commence during the withdrawal period, you must pay us an appropriate amount that corresponds to the proportion of services already provided up to the point when you notify us that you are exercising your right of withdrawal, in relation to the total scope of the services provided for in the contract.

5.2 Expiry of the right of withdrawal

5.2.1 The Consumer will not benefit from the right of withdrawal in the situations referred to in Article L221-28 of the French Consumer Code, namely in the case of:

- The provision of services fully performed before the end of the withdrawal period, and if the contract subjects the consumer to a payment obligation, for which execution began with their prior and express consent and with their acknowledgment of the loss of their right of withdrawal, when the service has been fully performed by the professional;**



- **The provision of digital content without a tangible medium, whose execution began before the end of the withdrawal period, and if the contract subjects the consumer to a payment obligation, when: a) They have given their prior express consent for the execution of the contract to begin before the expiration of the withdrawal period; and b) They have acknowledged that they will lose their right of withdrawal; and c) The professional has provided confirmation of the consumer's agreement in accordance with the provisions of the second paragraph of Article L. 221-13.**

6. Complaints; Dispute Resolution

- 6.1 Any complaints relating to our services may be sent using the contact details indicated in Section 1.4.
- 6.2 The EU Commission provides a platform for out-of-court dispute resolution. This gives Consumers the opportunity to settle disputes relating to an online order without going to court. The EU's Online Dispute Resolution Platform for online purchase and service contracts can be found at <https://ec.europa.eu/consumers/odr/>.
- 6.3 Consumers may also contact the French mediator **AME Conso**, who can be reached by mail at the following address: **197 Boulevard Saint-Germain, 75007 Paris**, by email at administratif@mediationconso-ame.com, by telephone at 09 53 01 02 69 or by filling out a form on the website accessible at the following address: <https://www.mediationconso-ame.com/demande-de-mediation-ame.html>.
- 6.4 Our e-mail address is: support@fronius.com
- 6.5 We will always endeavor to settle any differences of opinion with you by mutual agreement. However, we are not prepared, and also not obliged, to participate in these alternative dispute resolution procedures.

7. Warranty

7.1 Legal warranties for Consumers

- 7.1.1 Apart from any commercial warranties that we may offer for certain Products, every Consumer benefits from 'legal' warranties for all Products/Services, which are detailed below, in accordance with Articles L.221-5 and L.224-25-5 of the French Consumer Code.
- 7.1.2 For digital content and digital services: when the contract provides for a one-time provision of digital content or a digital service, or a series of distinct provision operations:

"The consumer has a period of two years from the provision of the digital content or digital service to invoke the legal guarantee of conformity in the event of a defect in conformity. For a period of one

year from the date of provision, the consumer is only required to establish the existence of the defect in conformity and not the date of its occurrence.

The legal guarantee of conformity obligates the provider to deliver all necessary updates to maintain the conformity of the digital content or digital service.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without unjustified delay following their request, free of charge and without major inconvenience to them.

The consumer may obtain a price reduction while retaining the digital content or digital service, or they may terminate the contract and receive a full refund upon renunciation of the digital content or digital service if:

1° The professional refuses to bring the digital content or digital service into conformity;

2° The conformance of the digital content or digital service is delayed unjustifiably;

3° The conformance of the digital content or digital service incurs costs imposed on the consumer;

4° The conformance of the digital content or digital service causes major inconvenience to the consumer;

5° The non-conformity of the digital content or digital service persists despite the professional's unsuccessful attempts at bringing it into conformity.

The consumer is also entitled to a price reduction or to terminate the contract when the defect in conformity is so serious that an immediate price reduction or contract termination is justified. In this case, the consumer is not required to request conformance of the digital content or digital service beforehand.

In cases where the defect in conformity is minor, the consumer may only cancel the contract if the contract does not provide for the payment of a price.

Any period during which the digital content or digital service is unavailable for the purpose of bringing it into conformity suspends the guarantee that remained in effect until the provision of the newly compliant digital content or digital service.

The above rights result from the application of Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

The professional who in bad faith obstructs the implementation of the legal guarantee of conformity is subject to a civil penalty of up to €300,000, which may be increased to 10% of the average annual turnover (Article L. 242-18-1 of the Consumer Code).

Furthermore, the consumer benefits from the legal guarantee against hidden defects in accordance with Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is retained or to a full refund upon renunciation of the digital content or digital service”.

7.1.3

When the Webshop Terms & Conditions provides that the digital content or digital service is provided on a continuous basis:

The consumer is entitled to invoke the legal guarantee of conformity in the event of a defect in conformity appearing within a period corresponding to the ordered Product's duration from the provision of the digital content or digital service. During this period, the consumer is only required to establish the existence of the defect in conformity and not the date of its occurrence.

The legal guarantee of conformity obligates the provider to deliver all necessary updates to maintain the conformity of the digital content or digital service during the ordered Product's duration.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without unjustified delay following their request, free of charge and without major inconvenience to them.

The consumer may obtain a price reduction while retaining the digital content or digital service, or they may terminate the contract and receive a full refund upon renouncing the digital content or digital service if:

1° The professional refuses to bring the digital content or digital service into conformity;

2° The conformance of the digital content or digital service is unjustifiably delayed;

3° The conformance of the digital content or digital service incurs costs imposed on the consumer;

4° The conformance of the digital content or digital service causes major inconvenience to the consumer;

5° The non-conformity of the digital content or digital service persists despite the professional's unsuccessful attempts to achieve conformity.

The consumer is also entitled to a price reduction or to terminate the contract when the defect in conformity is so serious that it justifies an immediate price reduction or contract termination. In this case, the consumer is not required to request that the digital content or digital service be brought into conformity beforehand.

In cases where the defect in conformity is minor, the consumer is only entitled to the cancellation of the contract if the contract does not provide for the payment of a price.

Any period during which the digital content or digital service is unavailable for the purpose of bringing it into conformity suspends the guarantee that remained in effect until the provision of the newly compliant digital content or digital service.

These rights arise from the application of Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

A professional who in bad faith obstructs the implementation of the legal guarantee of conformity is subject to a civil penalty of up to €300,000, which may be increased to 10% of the average annual turnover (Article L. 242-18-1 of the Consumer Code).

Additionally, the consumer benefits from the legal guarantee against hidden defects in accordance with Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is retained or to a full refund upon renouncing the digital content or digital service.

7.2 Legal warranties for Entrepreneur

In the event of defects, the Entrepreneur has the rights to which they are entitled by law

8. Liability

- 8.1 Our liability for damages and reimbursement of expenses in the event of slight negligence is excluded unless we have breached a material contractual obligation, that is an obligation that must be fulfilled in order for the agreement to be properly executed or that you may generally rely on being fulfilled. In this event, our liability is limited to the damages that are typical for this type of agreement and that we had to anticipate when concluding the agreement based on the circumstances known to us, except where the law, particularly laws governing consumer relationships, provides otherwise.
- 8.2 Our liability for damages resulting from physical injury, loss of life, or harm to health, in cases of intent and gross negligence, in cases where a guaranteed characteristic is absent, and under the Product Liability Law

is, however, unlimited, except where the law, particularly laws governing consumer relationships, provides otherwise.

9. Data Protection

- 9.1 Details of how we handle information and personal data within the context of providing the Webshop and processing orders are provided in our Webshop data privacy statement, which can be viewed at any time at <https://www.fronius.com/fr-fr/france/declaration-de-protection-des-donnees> and is available for download as a PDF.
- 9.2 Every French consumer has the option to register free of charge on the BLOCTEL opposition list against telephone marketing at <https://www.bloctel.gouv.fr/>. In accordance with French Law No. 2020-901 of July 24, 2020, aimed at regulating telephone marketing and combating fraudulent calls, any professional reserves the right to market to a consumer who is registered on the opposition list against telephone marketing when it concerns solicitations related to the performance of an ongoing contract and connected to the subject of that contract, including when it involves offering the consumer related or complementary products or services to the subject of the ongoing contract or aimed at improving its performance or quality.

10. Applicable Law; Place of Jurisdiction

- 10.1 The law of France applies, to the exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). If you are a Consumer, you may nevertheless rely on the rules of your country of habitual residence which cannot be derogated from by agreement.
- 10.2 If you are acting as an Entrepreneur, legal person under public law, or special asset under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with this contract is the competent courts within the jurisdiction of the Court of Appeal of Versailles to which jurisdiction is expressly attributed. The same applies if your registered office or place of habitual residence is outside France and the contractor claims arising from the agreement can be attributed to your trade or profession. However, in the above cases we will in any event be entitled to bring legal action at the court with jurisdiction for your registered office.

11. Written Form; Severability Clause

- 11.1 Amendments or additions to these Webshop Terms & Conditions must be made in writing. This also applies to any revocation of this written form requirement. Unless otherwise stipulated explicitly in these Webshop Terms & Conditions, the agreed requirement to use the written form is also met by the use of e-mail.
- 11.2 Should individual provisions be ineffective or unfeasible, or become so after conclusion of the agreement, the effectiveness of the remaining provisions will not be affected. The ineffective provision must be replaced by one that matches the commercial purpose of the original provision as closely as possible.



Model withdrawal form

(If you wish to withdraw from the contract, please complete this form and return it to us)

To
Fronius France S.A.R.L.
ZAC du Moulin, 8 Rue du Meunier BP 14061
95723 Roissy CDG Cedex
France
T: +33/(0) 1 39 33 12 12
E: contact.france@fronius.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*):

Ordered on (*)/received on (*):

Name of the consumer(s):

Address of the consumer(s):

Date:

Signature of the consumer(s) (only in the case of notification on paper)

(*) Delete as applicable.