

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

("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.....	4
5.1.1 Right of withdrawal.....	4
5.1.2 Consequences of withdrawal.....	4
5.2 Expiry of the right of withdrawal.....	4
6. Complaints; Dispute Resolution.....	5
7. Warranty.....	5
8. Liability.....	7
9. Data Protection.....	8
10. Applicable Law; Place of Jurisdiction.....	8
11. Written Form; Severability Clause.....	8

### 1. Scope; Provider Information

- 1.1 These General Terms & Conditions ("Webshop Terms & Conditions") apply to the purchase of digital products (e.g., software) and services (e.g., warranties and extended warranties) via our 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. 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 or self-employed professional activity. An entrepreneur is a natural

or legal person or a partnership with legal capacity that is performing its commercial or self-employed professional activity when concluding a legal transaction.

- 1.3 Our General Terms and Conditions of Delivery and Payment (which can be accessed at <https://www.fronius.com/it-it/italy/terms-and-conditions>) 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.

We are Fronius Italia S.r.l. a Socio Unico,  
Via dell'Agricoltura 46 | 37012 Bussolengo (VR) | Italia | T: +39 (045) 676 38 01 | E: [pv-italy@fronius.com](mailto:pv-italy@fronius.com),  
Our commercial objective is to produce and sell products in/from our Business Units Perfect Welding, Solar Energy, and Perfect Charging. The main regulations applicable to our company include the Legislative Decree 70/2003 on services of the information society, with particular reference to e-commerce, the Legislative Decree 206/2005, as it has been amended by the Legislative Decree 21/2014 and by the Legislative Decree 26/2023 (Italian Consumer Code) and general provisions of the Italian Civil Code. Our supervisory authority under the Italian Consumer Code is the Autorità Garante della Concorrenza e del Mercato.

## 2. Distance Contract

- 2.1 The presentation of products in the Webshop constitutes a non-binding online catalog and not a legally binding offer.
- 2.2 The following technical steps result in a binding order, subject to payment, for services that we offer at a distance:
- 2.2.1 You select the service you wish to purchase from us by clicking on the selection button. You then have the option of either selecting more services by clicking on the relevant selection button or continuing with the order process for the selected services by clicking on the corresponding button.
- 2.2.2 Clicking on the "Shopping Cart" button shows you a list of all the 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 internet platform 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 in the shortest possible time on the same payment method that you used for the original transaction. The time for the reimbursement depends on conditions for the re-credit of the reference credit institute to become visible. 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 will make an electronic invoice pursuant to the applicable law and we may send a courtesy copy of it (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 courtesy 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.**

**To exercise your right of withdrawal, you must notify us**

Fronius International S.r.l. a Socio Unico,  
Via dell'Agricoltura 46,  
37012 Bussolengo (VR),  
T: +39 (045) 676 38 01  
E: [pv-italy@fronius.com](mailto:pv-italy@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 In the case of a contract for the delivery of digital content not stored on a physical data carrier, your right of withdrawal expires if we have commenced performance of the contract, after you (1.) have explicitly agreed that we may commence performance of the contract before the end of**



**the withdrawal period, and after you (2.) have confirmed you are aware that, by giving your agreement, you will lose your right of withdrawal once performance of the contract begins.**

- 5.2.2 In the case of a contract for the provision of services, your right of withdrawal expires if we have provided the service in full and did not commence performance of the service until you had explicitly agreed to this and at the same time had confirmed you were aware that you would lose your right of withdrawal upon fulfillment of the contract in its entirety.**

## **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 Our e-mail address is: [support@fronius.com](mailto:support@fronius.com).
- 6.4 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 We warrant to consumers that the services will be free of conformity defects at the time of delivery and that they will become apparent within 2 (two) years from that time, and will therefore comply with the following requirements:
- a. subjective conformity (correspondence to description, type, quantity and quality; possession of functionality and characteristics; suitability for the uses requested by consumers and accepted by us; supply of accessories and instructions; as indicated in the Webshop Terms & Conditions); and
  - b. objective conformity (suitability for purposes for which services of the type of the purchased services are normally used; delivery of accessories, packaging and instructions that consumers can reasonably expect to receive; quantity and quality ordinarily found in services of the same type as the purchased services and that consumers can reasonably expect, taking into account the nature of the purchased service and our declaration).

The application of any warranty in the event of use or storage of the services not in accordance with the instructions and warnings given to the consumers is excluded.

- 7.2 The action aimed at asserting conformity defects that have not been fraudulently concealed by us shall be prescribed, in any case, within the term of 26 (twenty-six) months from delivery of the service. However,

consumers, who is summoned to execute the Webshop Terms & Conditions, may always assert the rights referred to in this Article 7.

- 7.3 Unless proven otherwise, any lack of conformity that becomes apparent within 1 (one) year after delivery of the service shall be presumed to have already existed on that date, unless such presumption is incompatible with the nature of the service or the lack of conformity.
- 7.4 In the event that the service presents conformity defects, consumers shall be entitled to have the service restored to conformity, or to receive a proportional reduction in the price, or to have the contract between the parties terminated in accordance with the following.
- 7.5 For the purposes of restoring the conformity of the service, consumers may choose between repair and replacement, provided that the remedy chosen is not impossible or, compared to the alternative remedy, does not impose disproportionate costs on us taking into account all the circumstances (including the value that the service would have in the absence of the conformity defect, the extent of the conformity defect and the possibility of pursuing the alternative remedy without significant inconvenience to the consumer). We shall have the right to refuse to bring the services into conformity if repair or replacement is impossible or if the costs it would incur are disproportionate, taking into account all the circumstances.
- 7.6 Repair or replacement shall be carried out free of charge for the consumer, within a reasonable period of time after we have been informed by the consumer of the conformity defect and without significant inconvenience for the consumer, taking into account the nature of the service and the purpose for which the consumer wanted the services. If the conformity defect is to be remedied by repair or replacement of the services, the consumer shall make them available to us. The consumer shall not be liable to pay for the normal use of the replaced services in the period preceding the replacement.
- 7.7 The consumer shall be entitled to a proportional reduction in the price or the termination of the contract between the parties in the event that:
- a. we have failed to repair or replace, where possible, or we have refused to bring the services into conformity;
  - b. a lack of conformity is manifested despite our attempt to restore conformity of the services;
  - c. the lack of conformity is so serious as to justify an immediate reduction in the price or the termination of the contract between the parties;
  - d. we declared, or it is clear from the circumstances, that we will not restore the conformity of the services within a reasonable period and without significant inconvenience to the consumer.

It is understood that the consumer shall not have the right to terminate the contract between the parties if the conformity defect is minor, as proven by us.



- 7.8 The reduction in the price shall be proportional to the decrease in value of the service received by the consumer compared to the value it would have had if it had been in conformity.
- 7.9 If the lack of conformity relates only to some of the services delivered under the contract between the parties and there is a cause for termination of the contract between the parties, the consumer may terminate the contract between the parties only in respect of the non-conforming services and the services purchased together with the non-conforming services, if it is not reasonably foreseeable that the consumer has an interest in keeping the non-defective services in its possession. If the consumer terminates the contract between the parties in whole or in respect of any of the services, the consumer shall return the services to us at our expense and we shall refund the price paid for the services upon receipt of the services or evidence provided by the consumer that the services have been returned.
- 7.10 The consumer may refuse to make payment of any part of the price which is the subject of the Webshop Terms & Conditions under which the remedies referred to in this article 7 are exercised until we have fulfilled our obligations under this article 7, without prejudice to the provisions of the applicable law concerning the exception of non-performance and the concurrence of the fact of the consumer.
- 7.11 Any refund of money in favour of the consumer resulting from the application of this article 7 shall be made by the same means of payment used in the order.
- 7.12 The remedies provided for in favour of the consumer in this Article 7 shall also extend to cases of impediment or limitation of use of the services resulting from a restriction deriving from the infringement of the rights of third parties, in particular intellectual property rights, without prejudice to the other remedies provided for by the applicable law.
- 7.13 For the sake of clarity, it is understood that customers who are not consumers may not avail themselves of the remedies set forth in this Section 7 but may avail themselves of the various remedies provided for in our General Terms and Conditions of Delivery and Payment (see Section 1.4), subject to the application of art. 1490.2 of the Italian Civil Code.

## **8. Liability**

- 8.1 Our liability to entrepreneurs 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.
- 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.



## **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/it-it/italy/informativa-sulla-protezione-dei-dati-personali>.

## **10. Applicable Law; Place of Jurisdiction**

- 10.1 The law of Italy 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 agreement is Verona, Italia. The same applies if your registered office or place of habitual residence is outside the Republic of Italy and the agreement or 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 Italia S.r.l. a Socio Unico  
Via dell'Agricoltura 46,  
37012 Bussolengo (VR),  
T: +39 (045) 676 38 01  
E: [pv-italy@fronius.com](mailto:pv-italy@fronius.com)

I/we (\*) hereby withdraw from 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.