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

("Webshop Terms & Conditions")

valid from 2025/02/04

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/es-es/spain/condiciones-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 España S.L.U.,

Miguel Faraday 2, Parque Empresarial LA CARPETANIA | 28906 Getafe (Madrid) | España | T: +34/91 649 60 40 | E: contact-spain@fronius.com.

Our registered office is Madrid, our sales tax ID is B98110174. 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 Royal Legislative Decree 1/2007, of November 16, approving the revised text of the General Law for the Protection of Consumers and Users and other complementary laws, the Law 17/2009, of November 23, on the free access to and exercise of service activities, and the Law 34/2002, of July 11, on Information Society Services and Electronic Commerce.

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. 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 if services, or digital products have been engaged

To exercise your right of withdrawal, you must notify us

Fronius España S.L.U.
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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   The Spanish Consumer Arbitration System is the extrajudicial system for resolving disputes between consumers and users and businesses or professionals. You can find more information at the following link: https://www.dsca.gob.es/es/consumo/como-reclamar-conflicto-consumo/sistema-arbitral-consumo.

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   In the event of defects, you have the rights to which you are entitled by law.

7.2   Details can be found in any terms and conditions of use relating to the digital products or – if you are an entrepreneur – in our General Terms and Conditions of Delivery and Payment (see Section 1.3).

8. Liability

8.1   To the maximum extent permitted by your applicable law and those laws of consumer protection, if applicable, 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.

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/es-es/spain/declaracion-de-privacidad and is available for download as a PDF.

10. Applicable Law; Place of Jurisdiction

10.1 The law of Spain 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 Madrid city. The same applies if your registered office or place of habitual residence is outside Spain 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.

10.3 In case you are considered a consumer under your local laws, you may bring proceedings against us at our venue and also in the jurisdiction of your place of residence.

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
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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.