



TERMS OF USE OF “FRONIUS SOLAR.WEB” AND GENERAL ONLINE STORE TERMS AND CONDITIONS OF REMOTE SALES FOR CONSUMERS

(“Terms of Use and Online Store”)

valid from 15th of July 2019

1. Validity and information (§ 5 ECG) and disclosure (§ 25 MedienG)

- 1.1 For the use of FRONIUS Solar.web and our services, i.e. goods and services from Fronius International and/or national Fronius companies (see section 4), which are ordered by the customer from our remote sales department, and for payments to us, these Terms of Use and Online Store apply exclusively. Insofar as applicable provisions are missing, the general delivery conditions of the electrical and electronics industry in Austria additionally apply. Differing business conditions etc. of the customer are only binding for us if we expressly acknowledge them in writing.
- 1.2 During the use of or registration on FRONIUS Solar.web, the user (hereinafter also the “Customer”) acknowledges the exclusive validity of the terms of use defined here by clicking on the appropriate checkbox. During ordering, the Customer acknowledges the exclusive validity of the Terms of Use and Online Store defined here by clicking on the corresponding checkbox. The version of the Terms of Use and Online Store valid at the time of use, registration or ordering by the Customer applies (see section 4). We offer our services by remote selling both to consumers and companies. These Terms of Use and Online Store apply exclusively to consumers; “Consumers” in the sense of these Terms of Use and Online Store are therefore any people for whom the legal transaction concluded or to be concluded with us is not part of the business of their company. “Company” is to be understood in the sense of the Consumer Protection Act. For Customers who are entrepreneurs, our general terms and conditions of delivery and payment shall apply, and only any Terms of Use and Online Store that are supplemented to fill gaps.
- 1.3 The Terms of Use and Online Store and the registration, ordering process and conclusion of the contract for remote sales are offered in German, English, French, Italian and Spanish. Via the Internet platform <https://shop-se.fronius.com>, contracts of Customers with us and/or our national companies (see section 4) can be concluded.
- 1.4 The Terms of Use and Online Store can be viewed at any time at <https://shop-se.fronius.com> and also at <https://www.solarweb.com> and can be downloaded as a PDF. On the homepage of our Internet platforms you will find a clear reference/link to the current Terms of Use and Online Store.
- 1.5 We are Fronius International GmbH, Froniusstraße 1, A-4643 Pettenbach, Austria, FN 149888z in the Steyer Commercial Register, tel. +43 (0) 72 42 241-0, fax +43 (0) 72 42 241-3940, contact@fronius.com, <http://www.fronius.com>. Our headquarters: Pettenbach; our VAT number: ATU52614407; our Chamber of Commerce affiliation: Upper Austrian Economic Chamber; our corporate purpose: Production and distribution of products in the fields of Perfect Welding, Solar Energy and Perfect Charging. The regulations applicable to us in particular are: Trade, Commerce and Industry Regulation Act 1994, available at <http://www.ris.bka.gv.at>. Our supervisory authority according to ECG: District management team of Kirchdorf an der Krems.



2. FRONIUS Solar.web, access data and warranty updates

- 2.1 We make the FRONIUS Solar.web available as part of the website <http://www.solarweb.com>. On FRONIUS Solar.web, information, services and products are offered to (registered) users (hereinafter referred to as the "Customer"); these services are essentially based on the acquisition, processing, management and use of parameters obtained from electrotechnical devices, solar energy systems and photovoltaic systems (hereinafter referred to as "Systems"). In addition, we provide a solar configurator that enables the dimensioning and planning of photovoltaic systems. FRONIUS Solar.web enables Customers to access the services offered via the Internet. In addition, we provide a solar configurator that enables the dimensioning and planning of photovoltaic systems. The Customers of the services offered may be the system operator of the respective installations or a third party (e.g. installer) acting on its behalf and/or order; the third party guarantees having a corresponding order from the system operator and indemnifies us in this respect. The usage agreement regarding FRONIUS Solar.web is always concluded between the system operator and us.
- 2.2 The User may choose between FRONIUS Solar.web and FRONIUS Solar.web Premium. In the FRONIUS Solar.web version, the User provides his/her personal data in order to receive information on product developments and news from Fronius Solar Energy and receives the services of FRONIUS Solar.web in return; there is no additional charge. With the paid version FRONIUS Solar.web Premium, the user does not receive any product information at all.
- 2.3 Regarding the "registration" on FRONIUS Solar.web and also regarding the purchase of services via FRONIUS Solar.web, sections 4.2.2 to 4.5. apply analogously, whereby the regulations on the payment obligation are not applicable due to the non-fee-paying nature of the use of FRONIUS Solar.web. Upon conclusion of the usage contract, the Customer will receive an e-mail (subject: "Solar.web Verification") and must click on the link contained therein, in order to receive the message "Verification successful" on the respective website.
- 2.4 During the registration process, the Customer himself sets a password for access to FRONIUS Solar.web. This password and the e-mail address are the access data to Solar.web. FRONIUS will never contact the Customer and request the disclosure of the access data. Please inform Fronius immediately in the case of such an unauthorised approach. Disclosure of the access data to third parties (e.g. sponsors) is the responsibility of the Customer. Fronius accepts no liability in this respect and for any resulting damage.
- 2.5 The system operator has the option of assigning rights to his system to other Solar.web users and thereby sharing his system with other Solar.web users. By assigning system maintenance rights, other Solar.web users gain approximately the same rights as the system operator and can view measured values and measurement curves of the system, create reports, check and deactivate service messages, update system components or change settings, but not delete a system. By assigning guest rights, other Solar.web users have limited access to the system and can only view measured values and measurement curves of the system. We do not assume any liability for activities of users due to abovementioned assignments of rights or resulting costs and damages.
- 2.6 With the conclusion of the usage contract for FRONIUS Solar.web, we are entitled, but not obliged, to provide updates and the like for the systems or our software in the systems via FRONIUS Solar.web. The Customer expressly agrees to this form of updating at any time. Insofar as our latest update has not been incorporated into the system, the validity of our warranty regarding the system is suspended; this does not affect the duration of the warranty. The Customer is informed by FRONIUS Solar.web, within the notification of the availability of new updates, of the fact that our warranty is always only valid in connection with our current software version (including updates), and confirms this by clicking on a corresponding checkbox.
- 2.7 We reserve the right to define special access requirements for individual services of FRONIUS Solar.web and to exclude users who do not or no longer meet these requirements from the use of these services or not even activate them. Insofar as no contract has been concluded for services which are subject to payment (see section 4 below), it is at our absolute discretion to allow the Customer to use FRONIUS Solar.web and



the offered services, or to restrict or completely stop their use. Insofar as a contract has been concluded for services involving costs, we are entitled to limit the access to the necessary extent and to exclude it completely if misuse occurs, or to terminate the usage contract after a reasonable notice period. In any event, the Customer is not entitled to assert any compensation claims in this respect.

- 2.8 In addition, we also offer payable services on Solar.web, which can be purchased via the FRONIUS Online Store (see section 3 below).
- 2.9 In the event of customer support, our Technical Support International (TSI) or our Technical Support National (TSN) can gain access to user data via the TSI portal and view and modify customer-relevant data. If necessary, such as for error analysis, Technical Support can also take over the customer login or log in as a customer and act and intervene as such. We reserve the right to contact our users by e-mail in urgent cases.

3. FRONIUS offers via remote selling

- 3.1 Our services in the FRONIUS Online Store are described clearly and comprehensibly with regard to their essential characteristics, including the respective warranty conditions and for orders (see section 4.2), total monthly costs, duration and cancellation options.
- 3.2 In the case of digital content for download, in particular software and updates for it, the (continued) conditions of use and the functionality of digital content, including applicable technical protection measures for such content, are described in detail on our Internet platform. This includes, as far as is significant, the interoperability of digital content with hardware and software, insofar as we know or insofar as it should reasonably be known. The digital content is provided by us for downloading and use for a fee.
- 3.3 In the case of warranty extensions, the following applies: The service of warranty extension beyond the offered/ordered period is deemed to be fully provided by us when the warranty originally granted by us expires and therefore the warranty extension begins, whereby, in case of doubt, the relevant date is the date indicated in or in connection with the services, for example through the software.
- 3.4 Our documents, such as drawings, illustrations, samples and patterns, as well as measurement, weight, performance and consumption data, are approximate information and are not considered to be specifically agreed characteristics. We reserve the right to make changes to the design.
- 3.5 We reserve the property rights and copyright to cost estimates, drawings and all other documents and aids; they may not be made accessible to third parties or used for their purposes.

4. Conclusion of contract via remote selling

- 4.1 The conclusion of the contract between the Customer and us or our national company regarding the services offered by us takes place by remote selling by means of offer and acceptance. On our internet platform, the Customer can create orders (= offer) via an Online Store via offered services and send them to use. Depending on where the Customer is based, its contractual partner will be our national company or us directly; a corresponding overview can be found here: <http://www.fronius.com/companies>.
- 4.2 The Customer is informed about the possible payment methods on each page of our Online Store. The following technical steps result in a binding and fee-based order of our services offered via remote sales:
 - 4.2.1 The Customer selects the desired service from us by clicking on the selection button. The Customer then has the option of either selecting additional services by clicking on the respective selection button or proceeding with the order process for the selected services by clicking on the button "Order selection" or "Order free of charge".
 - 4.2.2 In the next step in the ordering process, the data of the Customer must be indicated ("Registration") or a login with a username and password must be performed for already registered Customers; the Customer can also register for our newsletter here.



- 4.2.3 By clicking on “My shopping cart”, the Customer receives a list of all services ordered from us, including the order details, whereby the Customer has the possibility of correcting any errors or adding comments. The actual contractual partner, i.e. us or our national company and the total price, including all taxes and charges, are shown here, and in the case of subscriptions (see section 3.2), the total monthly costs, term and cancellation options.
- 4.2.4 The Customer must then request from us - as far as this is applicable - that we start the service (warranty extension) or the provision of the download of digital content immediately or within the withdrawal period, which means that the Customer is not entitled to withdraw if the fulfilment has been initiated within the withdrawal period and it has been fully completed (see also section 3.3).
- 4.2.5 The binding and fee-based order is made by the Customer by accepting the Online Store conditions by clicking on the corresponding checkbox and by clicking on the button “Go to checkout”.
- 4.2.6 The Customer is then (a) forwarded to the corresponding payment page when selecting the payment method credit card or PayPal; we assume no liability for the content of these external sites (see section 9)m or (b) if the payment method is direct debit, to a page with the required account data, for which we also accept no liability.
- 4.2.7 As soon as the order has been received on our server, the Customer receives an automated technical confirmation of receipt by e-mail, which also includes the text of the order, the relevant delivery and payment conditions and the declaration according to section 4.2.4.
- 4.2.8 We or our national company either accept the order/offer of the Customer explicitly by means of a separate e-mail (“order confirmation”) or - especially in the case of downloading digital content - by fulfilling the provision of the download of digital content.
- 4.3 We or our national company are entitled to reject the acceptance of the offer by the Customer without giving reasons. This applies in particular if the information on our Internet platform was incorrect or we cannot fulfil the order for any reason whatsoever. In this case, the Customer’s payments are refunded without any charges. Further claims for compensation by the Customer are excluded.
- 4.4 The Customer must ensure that the e-mail address specified by him is correct, so that the e-mails sent by us can be received at all times at this address, especially with regard to download links to digital content. In particular, the Customer must ensure when using spam filters that all e-mails sent by us have been delivered. The Customer undertakes to notify us immediately in writing of any changes to his delivery address, including the e-mail address. Relevant declarations must be sent to the Customer at the last known (e-mail) address. This means that the delivery is deemed to have been performed even if the Customer has changed his e-mail address without informing us accordingly.
- 4.5 The text of the order is stored by us; however, we do not provide an “order portal” in the sense of access to orders placed by the Customer.

5. Price and payment terms; retention of title and set-off agreement

- 5.1 The prices of our services (including taxes and charges) are clearly identifiable on our Internet platform for consumers.
- 5.2 All payments by the Customer are always due immediately without any deductions. Title is retained until full payment has been made. In the event of culpable default of payment by the Customer, we are entitled to charge default interest in the amount of 10 percentage points above the applicable base rate published by the Austrian National Bank, but at least 12% annually. Furthermore, we may also claim compensation for other damage attributable to the consumer which we have accrued, in particular the necessary costs for appropriate out-of-court enforcement or collection measures, insofar as these are proportionate to the claim.



- 5.3 The Customer has an exclusive right of retention under the law. The Customer has the exclusive right to cancel his obligations by a set-off agreement against our claims in the event that we become insolvent or the Customer's counter-claim has been judicially recognised or acknowledged by us.
- 5.4 We or our national company issue invoices for the services exclusively by means of a web download, to which the Customer expressly consents. The Customer can view, download and/or print the invoices and orders in his user account at any time under "My orders".
- 5.5 Basically, we offer the payment methods advance payment, credit card, invoice, immediate transfer and Paypal. With each order we reserve our rights not to offer certain payment methods and to refer to other payment methods. Please note that for orders from other EU Member States certain payment methods may not be possible and that we only accept payments from accounts within the European Union (EU). Any costs of a money transaction are borne by you.
- 5.6 When paying with PayPal, the Customer will be forwarded in the ordering process to the website of the online provider PayPal www.paypal.com. In order to pay the invoice amount via PayPal, the Customer must either already be registered at PayPal or first register, legitimize his the access data and confirm the payment order to us. After placing the order in the Web-Shop, we request PayPal to initiate the payment transaction.
- 5.7 When selecting the payment method "immediate transfer", the payment is processed via the payment service provider www.klarna.com/sofort. In order to be able to pay the invoice amount via www.klarna.com/sofort, the Customer must have an online banking account with PIN / TAN procedure activated to participate in. The Customer furthermore has to legitimize himself during the payment process and confirm the payment instruction to www.klarna.com/sofort. The payment transaction will then be carried out immediately by www.klarna.com/sofort and the Customer's bank account will be debited accordingly. Further information about the payment method for immediate transfer can be found on www.klarna.com/sofort.
- 5.8 If you select the payment method purchase on account, the purchase price shall be due after the goods have been delivered and invoiced. In this case, the purchase price shall be paid immediately upon receipt of the invoice without any deduction, unless otherwise agreed in writing. We reserve our rights to offer the payment method purchase on account only up to a certain order volume and to reject this method of payment if the specified order volume is exceeded. In this case, we will inform the Customer about such a payment restriction in his payment information in the Web-Shop. We further reserve our rights to carry out a credit check when selecting the payment method purchase on account and to reject this payment method if the credit check is not sufficient.
- 5.9 For payments made by credit card, the purchase price will be reserved on the Customer's credit card at the time of the order (authorization). The actual charge on the Customer's credit card account will be at the time of shipping the goods to the Customer.

6. Right of withdrawal

6.1 Right of withdrawal

The consumer has the legal right to withdraw from his order within fourteen days from conclusion of the contract (see section 4) without giving reasons – **for exceptions to the right of withdrawal in the case of digital content and, in certain circumstances, for services, see immediately below**. In order to exercise the right of withdrawal, any declaration by the consumer that clearly indicates that he wishes to withdraw from the contract is sufficient. The withdrawal must be addressed to our contact data as shown under section 1. The withdrawal period is maintained if the declaration is sent within this period. If the withdrawal sample form is used according to the annex to these terms of delivery and payment, we will send the consumer an immediate confirmation of the technical receipt of the withdrawal declaration by e-mail.

6.2 Exceptions to right of withdrawal



In accordance with the law, the consumer has no right of withdrawal in respect of contracts for our services if, on the basis of the order/offer of the consumer and a confirmation from the consumer of his knowledge of the loss of the right of withdrawal with full contract fulfilment, before the end of the withdrawal period, the service has been started and it was completed in full thereafter (see section 3.3 regarding warranty extensions).

In addition, there is no right of withdrawal in the case of contracts for the supply of digital content (i.e. software downloads) not stored on a physical data carrier, if - on the basis of the order/offer of the consumer and the confirmation by the consumer of his knowledge of the loss of the right of withdrawal on premature start of the fulfilment of the contract - we have started the provision of the download before the end of the withdrawal period.

6.3 Consequences of withdrawal

If the consumer withdraws from the contract, in particular within the withdrawal period, we shall refund all payments made by the consumer to the account of the consumer no later than 14 days after receipt of the withdrawal declaration. If the consumer withdraws from the contract via one of our services, in particular within the withdrawal period, after the fulfilment of the contract has started, the consumer shall pay us an amount that is comparatively equivalent to the contractually agreed total price of the services provided up to the time of withdrawal. For downloads, which are provided on request/order of the consumer within the withdrawal period, no right of withdrawal is applied, so that no consequences are described. The same applies to our services which have already been provided in full (see section 3.3 for warranty extensions).

7. Complaints, dispute resolution, guarantee, warranty and liability

7.1 Complaints and claims concerning our services can be directed to the contact details shown in section 1.

7.2 The EU online dispute settlement platform for online purchase and service contracts can be found at <http://ec.europa.eu/consumers/odr/>. The Austrian arbitration office for consumer contracts can be found at <http://www.verbraucherschlichtung.or.at/>. We are, however, not obliged to participate in these alternative dispute settlement processes.

7.3 The warranty conditions stated in our respective services apply.

7.4 In addition, we warrant consumers in the case of payable services according to the statutory warranty provisions and within the statutory time limits (24 months). It is noted that the statutory warranty for services is not applicable.

7.5 We make no warranty for, and are not liable for, errors outside of our sphere, such as, in particular, defective transmission.

7.6 In the case of payable services, if we do not remedy any deficiencies within a reasonable grace period in writing, the consumer is entitled to demand either the rescission of the contract or an appropriate reduction in the purchase price. Costs resulting from unfounded complaints must be borne by the consumer.

7.7 Except for personal injury, we shall only be liable for deliberate or grossly negligent damage.

8. Data protection

8.1 Our data protection declaration can be consulted at all times at <http://www.fronius.com> and can be downloaded as a PDF file. The data protection declaration forms an integral part of these terms of delivery and payment.

9. Web disclaimer, reference to intellectual property and user-generated content

9.1 The information provided on our internet platform is carefully checked and regularly updated. However, no warranty or liability can be accepted for all information being free of omissions or errors at all times.



- 9.2 We do not accept any liability for links to other websites referred to directly or indirectly. All information may be changed, supplemented or removed without prior notice.
- 9.3 The websites provided for use and the services provided on them were developed by or on behalf of FRONIUS and all rights thereto belong to FRONIUS. The user agreement for FRONIUS Solar.web entitles the respective user to use the services exclusively within the need for the offered functionalities. The content accessible via the websites (particularly text and images, etc.) may not be copied, distributed, linked or otherwise made available to the public – also in parts or in revised form – without our consent.
- 9.4 If users/Customers have the option to upload their own content to our platforms ("User-Generated Content"), the following shall apply: We receive a free-of-charge, non-exclusive and irrevocable right to use the user-generated content which is unlimited with regard to content, space and time. The use authorisation includes all current and future exploitation actions, including the right to processing in any possible and potential future technical process and in possible additional means of exploitation. The use authorisation also covers use for the purpose of advertising ourselves and our services. Insofar as rights are granted to us, we are entitled but not obligated to exercise those rights. We may transfer all rights granted to us wholly or partially to third parties either for free or for a charge. Where the user/Customer is not himself the owner of the rights, he guarantees that the rightful owner has agreed to the transfer of the rights in accordance with the above regulations and indemnifies us from all fault and claims. The same applies to any other illegal User-Generated Content.

10. Applicable law, dispute resolution and jurisdiction

- 10.1 Changes or additions to these terms and conditions shall be done in writing. This also applies to the cancellation of this written form requirement.
- 10.2 The law of the Republic of Austria shall apply, with the exclusion of any conflict of law rules and the exclusion of the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.
- 10.3 If the Customer acts as a merchant, legal entity under public law or special fund under public law in the territory of the Republic of Austria, the exclusive jurisdiction for all disputes arising out of or in connection with this contract shall be the competent district court in 4600 Wels, Austria. If the Customer is located outside the territory of the Republic of Austria, the district court of Wels shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract, if the contract or claims under the contract can be attributed to the professional or commercial activity of the Customer. However, in the above cases, we are in any case entitled to call the court at the Customer's registered office.

11. Severability clause

- 11.1 If individual provisions are invalid or unenforceable or will become invalid or unenforceable after the conclusion of this contract, the validity of the other provisions shall remain unaffected.
- 11.2 The invalid provision shall be replaced by a provision that corresponds to the economic purpose of the contract.



Sample Withdrawal Form

(Should you wish to withdraw from the contract, please fill in this form and send it back to us – **please note the exclusions from the withdrawal right; see point 6.2 of the Terms of Use and Online Store**)

To
Fronius International GmbH
Froniusplatz 1
A-4600 Wels
Austria
Fax +43 (0) 72 42 241-3940
support@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 consumer(s):

Address of consumer(s):

Date:

Signature of consumer(s) (for communication in paper form only)

(*) Delete as appropriate.