



FRONIUS SOLAR.WEB TERMS OF USE

/ Valid from July 1, 2017

1. SCOPE AND INFORMATION (ARTICLE 5 OF THE ECG, THE AUSTRIAN E-COMMERCE ACT) AND DISCLOSURE (ARTICLE 25 OF THE MEDIENG, THE AUSTRIAN MEDIA ACT)

1.1 The following terms of use apply exclusively to the use of FRONIUS Solar.web.

1.2. By clicking the relevant checkbox, the user agrees that the terms of use set out here apply exclusively to their use of and registration on FRONIUS Solar.web. The version of these terms of use valid at the time of the use or registration shall apply.

1.3. The terms of use can be accessed at any time on <http://solarweb.com> and are available to download as a PDF. There is also a clear indication/link to the relevant terms of use provided on the home page of our website.

1.4. We are Fronius International GmbH, of Froniusstraße 1, 4643 Pettenbach, Austria, commercial register no 149888z (court of registration Steyr, Austria), telephone +43 (0)7242 241 0, fax +43 (0)7242 241 3940, contact@fronius.com, www.fronius.com. Our registered office is Pettenbach, our VAT no is ATU52614407, we are registered with the Upper Austrian chamber of commerce, and 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 1994 Austrian Gewerbeordnung (Industrial Code), which can be accessed at www.ris.bka.gv.at. Our supervisory board under the ECG is the Kirchdorf an der Krems district authority.

2. FRONIUS SOLAR.WEB, ACCESS DATA AND UPDATES FOR WARRANTY

2.1. FRONIUS Solar.web is accessible at, <http://www.solarweb.com>. FRONIUS Solar.web provides (registered) users with information, services and products; these services are essentially based on the recording, processing, management and use of parameters obtained from electrotechnical devices, solar energy systems, and photovoltaic systems (hereinafter referred to as "systems"). FRONIUS Solar.web enables the user to access the services provided via the internet. The services offered may be used by the operators of the respective systems or by a third party (e.g. an installer) acting on their behalf; this third party guarantees that they have been commissioned in this way by the system operator and indemnifies Fronius in this respect. The license agreement for FRONIUS Solar.web is always made between the system operator and Fronius.

2.2. Points 3.2.2. to 3.5. of the Fronius Webshop terms and conditions (available at <https://shop.fronius.com/terms>) will also apply in the same way with regard to registering for FRONIUS Solar.web and purchasing services via FRONIUS Solar.web, whereby in the absence of monetary compensation for using FRONIUS Solar.web, duty of payment rules will not be applied.

2.3. When registering, the user sets their own password in order to access FRONIUS Solar.web. This password and e-mail address constitute the access data for Solar.web. Fronius will never contact the user and ask them to reveal their access data. Please contact Fronius immediately if this happens. Forwarding the access data to third parties (e.g. sponsors) is the client's responsibility. Fronius will assume no liability for damages arising in this regard.

2.4. Once a license agreement for using FRONIUS Solar.web has been made, Fronius is entitled, although not obliged, to provide updates or similar for systems and perform necessary software updates in the systems via FRONIUS Solar.web.

2.5. Fronius reserves the right to define separate terms of access for individual FRONIUS Solar.web services and to bar users who do not meet these terms, or are no longer meeting them, from using these services, or to refrain from acti-

vating them for use to begin with. If no contract has been signed stating that costs must be paid for services, Fronius will use its discretion to decide whether to allow the user to use FRONIUS Solar.web and the services on offer, to restrict use or to bar them completely. If a contract has been signed stating that costs must be paid, Fronius is entitled to restrict access to the extent necessary or to end all use, in the event of misuse, or to terminate the license agreement with a suitable notice period. The user will not be entitled to any damages in under such circumstances.

2.6. Within the framework of Solar.web, Fronius provides paid services that can be purchased through the Fronius Webshop. In the event that a paid service is purchased via the webshop, the general terms and conditions of the webshop for remote selling to consumers, available at <https://shop.fronius.com/terms>, shall also apply.

3. DATA PROTECTION

3.1. Fronius' data privacy statement can be viewed anytime at <http://www.fronius.com> and is available to download as a PDF. This data privacy statement is a constituent part of these terms of use.

4. WEB DISCLAIMER, INTELLECTUAL PROPERTY AND USER-GENERATED CONTENT

4.1. The information provided on the Fronius website is checked carefully and updated on a regular basis. Fronius cannot, however, guarantee that all information will be complete and free from errors at all times, and will not assume any liability for such.

4.2. Fronius assumes no liability for links to other websites, whether direct or indirect. Information may be modified, supplemented or deleted without prior warning.

4.3. The websites provided for users and the services offered through these were developed by, or on behalf of Fronius, who shall reserve all rights in this respect. The license agreement for FRONIUS Solar.web authorizes the respective user to use the services, albeit exclusively for the functions needed. The content provided via the websites (particularly texts and images, etc.) may not be copied, distributed, linked or made publicly available in some other way, in full, in part or in revised form, unless Fronius has given consent for this.

4.4. If users have the opportunity to upload their own content on the platforms ("user-generated content"), the following shall apply: Fronius will receive a non-exclusive and irrevocable right to use the user-generated content, free of charge, without restriction on content, space or time. This right of use shall cover all current and future usage forms, and shall include processing in any possible technical procedures, either now or in the future, and in any other possible usage forms. The right of use shall also include the right to use the content in advertising for Fronius and its services. Once Fronius has been granted rights, Fronius is entitled to exercise rights of use, but is not obliged to do so. Fronius may transfer any rights granted to it, either in full or in part, for a fee or for free, to third parties. If the user is not the owner of the rights themselves, they shall guarantee that the authorized party agrees to the rights being transferred in accordance with the aforementioned rules, and hold Fronius free and harmless regardless of culpability. The same applies to any other unlawful user-generated content.

5. CHOICE OF LAW, MEDIATION AND PLACE OF JURISDICTION

5.1. All legal relationships between Fronius and the client as the consumer shall be governed by Austrian law, excluding conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods.

5.2. The user, as the consumer, is covered by general and consumer legal jurisdiction.

6. SEVERABILITY CLAUSE

6.1. If individual provisions are invalid or unenforceable, or become so after the contract is concluded, the other constituent parts shall remain unaffected by this.

6.2. The invalid provision must be replaced with a provision that matches the commercial purpose of the original provision as closely as possible.

SAMPLE REVOCATION FORM

/ (Should you wish to revoke the contract, please fill in this form and send it back to us – **please note the exclusions from the revocation 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 7242 241-3940
shop-se@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 consumer(s):

/ Address of consumer(s):

/ Date:

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

(*) Delete as appropriate.