General Terms and Conditions of Sale and Business

effective as of 20 October 2026

I. General

1. These General Terms and Conditions of Sale and Business shall apply exclusively. Any terms and conditions of the Customer that conflict with or deviate from these Terms and Conditions shall not be recognised unless we have expressly agreed to their validity in writing. Any deviating agreements, collateral agreements, assurances or other commitments made by our representatives or employees shall only be valid if confirmed by us in writing.

2. All agreements entered into between us and the Customer for the purpose of performing this contract are set out in these Terms and Conditions of Sale and in our specific written quotations.

3. Pursuant to Article 33 of Regulation (EC) No. 1907/2006 (REACH), we inform our customers, to the best of our current knowledge, about the presence of Substances of Very High Concern (SVHC) in our products where such substances are contained in a concentration exceeding 0.1% by weight. https://my-pv.com/en/info/reach/

4. For customers domiciled in Germany, Austria or Switzerland, the German version of these Terms and Conditions of Sale shall prevail. For international customers outside the German-speaking region, an English version may additionally be used. In the event of any discrepancies between the German and English versions, the English version shall prevail for international customers.

II. Scope of Delivery Obligations

1. Our quotations are subject to change and non-binding unless they are expressly designated as binding in writing. Orders shall only be deemed accepted upon our written confirmation. The content of our written order confirmation shall be decisive for the contractual relationship.

2. Documents accompanying the quotation, such as data sheets, illustrations, drawings, dimensions, performance specifications, compatibility information and weight specifications, may be subject to objectively justified deviations. We reserve the right to make product modifications, technical developments, software, firmware and security updates, as well as functional adjustments, provided these are reasonable for the Customer and do not materially impair the intended contractual use of the products.

3. Partial deliveries, replacement deliveries and reasonable adjustments to delivery dates shall be permissible, provided they are reasonable for the Customer and duly take the Customer's legitimate interests into account.

4. The Buyer may not refuse acceptance of deliveries due to insignificant defects. The Buyer shall inspect the delivery immediately upon receipt for completeness and freedom from defects.

5. If orders already confirmed are cancelled or substantially amended by the Customer, cancellation charges amounting to 20% of the gross order value shall become due.

5a. In the case of special items, customer-specific products, custom-made products, project-related goods or goods already procured, reserved, manufactured or in production for the Customer, we shall be entitled, instead of or in addition to the flat-rate cancellation charge, to claim reimbursement of all costs already incurred and unavoidable up to 100% of the value of the affected order.

6. Returns of goods without justified cause shall only be accepted upon our written confirmation. We charge a restocking fee of 10% of the net value of the goods, with a minimum charge of EUR 50.00. Transportation costs shall be borne by the Customer. Returned goods will only be accepted if they are in their original packaging, undamaged and unused. Returns of special items and custom-made products are excluded.

7. Deliveries shall only be made within the granted my-PV credit limit.

7a. Wholesalers, distributors, installers and other resellers shall be obliged to pass on all product information, operating instructions, safety, installation and operating notes and warnings to their customers in full, without alteration and in an appropriate manner.

7b. The Customer shall comply with all applicable export control, customs, embargo and sanctions regulations when reselling, exporting or re-exporting our products.

III. Payment Terms

1. Unless otherwise agreed in writing (in particular by advance payment), our invoices are payable net within eight (8) days from the invoice date. Payment by bill of exchange shall not be accepted.

2. In the event of late payment by business customers, default interest shall be charged at a rate of 8 percentage points above the 3-month EURIBOR, unless higher statutory interest is applicable. This shall also apply in the event that payment has been deferred.

3. If the Buyer defaults on payment or circumstances become known that cast doubt on the Buyer's creditworthiness (e.g. application for deferred payment, dishonoured cheque, application for composition proceedings or suspension of payments), all outstanding claims shall become immediately due and payable. Furthermore, we shall be entitled to suspend contractual performance not yet fully rendered until

full payment has been received and/or to perform only against advance payment or appropriate security. We shall also be entitled to repossess delivered goods at the Buyer's expense without this automatically constituting withdrawal from the contract. Any further statutory rights shall remain unaffected.

4. Set-off shall only be permitted with counterclaims recognised by us or established by a final and binding court judgment. The assertion of rights of retention based on counterclaims not recognised by us shall be excluded.

IV. Retention of Title

1. The goods supplied shall remain our property until all outstanding claims arising from the business relationship have been settled, including until cheques have been honoured. This shall also apply where individual claims have been included in a current account and the balance has been struck and acknowledged.

2. If goods subject to retention of title supplied by us are processed or combined with goods owned by third parties, we shall acquire co-ownership of the new item in the proportion that the invoice value of our goods bears to the value of the new item at the time of processing or combination. If, by operation of law, the Buyer acquires sole ownership of the new item through processing or combination, the Buyer hereby agrees to transfer co-ownership of the new item to us in the proportion that the invoice value of the retained goods bears to the value of the new item at the time of processing or combination and shall hold such co-owned property in safekeeping for us free of charge.

3. Resellers shall be entitled to sell goods subject to retention of title in the ordinary course of business and in their own name. The Buyer hereby assigns to us all claims arising from the resale of the retained goods, including VAT; we hereby accept such assignment. Where retained goods are resold after processing or combination with other goods not belonging to us, the assignment shall apply up to the invoice value of the retained goods. The Buyer shall remain authorised to collect the assigned claims only for as long as the Buyer duly fulfils its payment obligations towards us. The Buyer shall reserve title to the goods until full payment has been received from its customers.

4. The Buyer shall not be entitled to pledge or assign by way of security any goods subject to our retention of title. The Buyer shall immediately notify us of any third-party claims or enforcement measures affecting such goods. The Buyer shall not agree to any prohibition of assignment.

V. Delivery Periods and Transfer of Risk

1. Delivery periods shall commence only after all technical and commercial matters have been fully clarified. Compliance with our delivery obligations requires that the Customer has fulfilled all of its obligations.

2. If we are prevented from performing our delivery obligations due to force majeure, industrial disputes, operational disruptions, transport delays, governmental measures, shortages of energy, raw materials or components, disruptions in international supply chains, or incorrect or delayed deliveries by our suppliers, the delivery period shall be extended by a reasonable period. This shall also apply where such circumstances occur during an existing delay. If delivery becomes impossible or economically unreasonable due to such events, we shall be entitled to withdraw from the contract in whole or in part.

3. Compliance with delivery periods requires the timely receipt of all documents, approvals and releases to be provided by the Buyer, in particular plans, as well as compliance with the agreed payment terms and all other contractual obligations. If these conditions are not fulfilled in due time, the delivery periods shall be extended by a reasonable period. This shall not apply where the delay is attributable to us. Bottlenecks and delays attributable to the manufacturer shall not be deemed our responsibility.

4. Shipment shall be made at the Buyer's risk, even where carriage-paid delivery has been agreed. We shall only be liable for damage occurring during transport if we have expressly undertaken shipment at our own risk. Breakage insurance shall only be arranged at the Buyer's request and at the Buyer's expense. Any credit for transport damage shall only be granted after compensation has been received from the insurer. We assume no further obligations in this respect. Unless otherwise expressly agreed, all deliveries shall be shipped uninsured.

5. Claims for damages resulting from delayed delivery shall only exist where such delay was caused intentionally or through gross negligence on our part. Any further claims arising from mere slight negligence shall, to the extent permitted by law, be excluded.

6. The Buyer may withdraw from the contract only in accordance with the applicable statutory provisions and only where the delay is attributable to us. Upon our request, the Buyer shall declare within a reasonable period whether it intends to withdraw from the contract due to the delay or insists on performance.

7. If shipment or delivery is postponed at the Buyer's request for more than two weeks after notification that the goods are ready for dispatch, we reserve the right to withdraw from the supply contract. Any advance payments received shall be retained by us as a cancellation charge.

VI. Warranty

We shall be liable for defects as follows:
1. The agreed quality of the goods shall be exclusively determined by the product description expressly specified in our quotation, order confirmation or product documentation. These Terms and Conditions of Sale do not constitute any warranty as to quality, durability or any other guarantee.

2. At our option, defective deliveries or parts thereof shall either be repaired or replaced, provided that the defect is asserted within twelve (12) months of delivery and the cause of the defect already existed at the time the risk passed to the Buyer. If subsequent performance fails, the Buyer may, without prejudice to any claims for damages, withdraw from the contract or request a reduction of the purchase price.

3. Warranty claims shall become time-barred twelve (12) months after delivery.

4. Any obvious defects, shortages, incorrect deliveries or transport damage must be reported to us in writing without undue delay and no later than three (3) days after receipt of the goods. Unless mandatory statutory provisions provide otherwise, the goods shall be deemed accepted if defects are not reported in due time or in the prescribed manner. Transport damage must additionally be reported to and documented with the carrier immediately upon acceptance of the goods.

5. Warranty claims shall not arise in the event of insignificant deviations from the agreed quality, insignificant impairment of usability, normal wear and tear, or damage occurring after the transfer of risk as a result of improper or negligent handling, excessive use, unsuitable operating equipment or exceptional external influences not contemplated under the contract. Warranty claims shall likewise be excluded where the Buyer or any third party has carried out improper modifications or repair work, including any damage resulting therefrom.

6. In the event of a defect claim, the Buyer may withhold payments only to an extent that is reasonable in relation to the defects concerned. The Buyer may exercise a right of retention only where a defect claim has been asserted and there is no doubt as to its validity. If a defect claim proves to be unjustified, we shall be entitled to recover the expenses incurred from the Buyer.

7. The Buyer shall at all times bear the burden of proving that the defect already existed at the time of delivery.

8. Any repairs to our devices must be coordinated with my-PV Support before any repair work is carried out. Otherwise, my-PV shall not assume any costs incurred.

9. A processing fee of EUR 100.00 shall be charged for devices returned to my-PV without prior coordination with our Support department. This shall apply irrespective of whether the device is still within the warranty period. In addition, the processing time shall be extended for an indefinite period.

VII. General Liability

1. Except in cases of personal injury, we shall only be liable where the injured party proves that the damage was caused by at least gross negligence on our part.

2. If unforeseeable events substantially alter the economic significance or content of the delivery or materially affect the operation of our business, the contract shall be reasonably adapted in accordance with the principles of good faith. Where such adaptation is not economically feasible, we shall be entitled to withdraw from the contract. The Buyer shall be notified of such withdrawal without undue delay, including where an extension of the delivery period had previously been agreed.

3. Technical information, application guidance, calculation tools, web/app tools, system design recommendations, as well as suggestions regarding the use or combination of our products, constitute non-binding technical assistance only and do not replace professional planning, verification, installation or commissioning by the Customer or by qualified specialists. In particular, the Customer shall remain responsible for system sizing, product selection, compatibility, compliance with applicable local standards and regulations, grid connection requirements, proper installation, electrical installation and operation in accordance with the intended purpose. We shall not be liable for the compatibility of our products with third-party products, inverters, energy management systems, communication interfaces or for subsequent software or firmware changes made by third parties, unless such liability results from our wilful misconduct or gross negligence.

4. The Customer or the responsible specialist contractor or installer on site shall be responsible for compliance with all applicable installation, electrical, safety and connection standards, as well as for the proper wiring and interconnection of all system components.

5. Claims for damages shall become time-barred six (6) months after the injured party becomes aware of both the damage and the liable party, and in any event no later than eight (8) years after the performance of the services or the delivery of the goods.

6. Any recourse claims asserted against us under the Austrian Product Liability Act (Produkthaftungsgesetz – PHG) shall be excluded unless the party asserting such recourse proves that the defect originated within our sphere of responsibility and was caused by at least gross negligence on our part.

VIII. Prices

1. All prices are exclusive of statutory value-added tax (VAT), packaging costs, and transport costs ex works/warehouse.

2. The deduction of a cash discount requires a separate written agreement.

3. If we have undertaken the installation or assembly and nothing to the contrary has been agreed, the buyer shall bear all necessary incidental costs in addition to the agreed remuneration, such as travel expenses, costs for the transport of tools and personal luggage, and per diems/allowances.

4. Payments are to be made free of charge to our designated payment office.

5. Price changes remain reserved, in particular insofar as prices arise from price lists, offers, or orders that have not yet been confirmed. Price corrections due to errors in invoices, price lists, delivery notes, order confirmations, or offers remain reserved.

6. Should labour costs change due to collective bargaining regulations in the industry or due to internal company agreements or should other costs necessary for the provision of the service (such as those for materials, energy, transport, external work, financing, etc.) change, we are entitled to adjust the prices accordingly.

IX. Cost estimate

1. The cost estimate is prepared to the best of our professional knowledge and expertise; however, no warranty or guarantee is given as to its accuracy. Should the costs increase by more than 15% after the order has been placed, we will notify the contracting party without undue delay. If unavoidable cost overruns do not exceed 15%, no separate notification is required, and we shall be entitled to invoice such additional costs without further notice. Cost estimates are subject to a charge. Any fee paid for the preparation of the cost estimate shall be credited if an order is placed on the basis of that cost estimate.

2. In the event of late payment, the contracting party shall, irrespective of fault, pay a lump sum of EUR 40.00 pursuant to Section 458 of the Austrian Commercial Code (UGB) as compensation for the recovery costs incurred by us. If a collection agency is engaged, the contracting party further undertakes to reimburse the costs incurred by us as a result, insofar as these do not exceed the maximum rates set out in the Austrian Regulation on the Maximum Fees Payable to Collection Agencies (Verordnung über die Höchstsätze der den Inkassoinstituten gebührenden Vergütungen), as amended from time to time.

X. Place of Performance, Jurisdiction

1. The place of performance for all obligations arising from the contractual relationship shall be our registered place of business.

2. For customers having their registered office within the European Economic Area (EEA), Switzerland, or the United Kingdom, the exclusive place of jurisdiction for all disputes arising directly or indirectly out of or in connection with the contractual relationship shall be the court having jurisdiction at our registered place of business, unless mandatory statutory provisions on jurisdiction provide otherwise. However, we shall also be entitled to bring proceedings before the court having general jurisdiction over the customer.

3. All legal relationships arising out of or in connection with this Agreement shall be governed exclusively by the substantive laws of Austria, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), unless mandatory statutory provisions require otherwise.

4. Any amendments or supplements to these Terms and Conditions shall be valid only if made in writing. This requirement shall also apply to any amendment or waiver of the written form requirement itself. Should any provision or provisions of these General Terms and Conditions be or become invalid, void, or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The invalid, void, or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose and intended effect of the original provision. The same shall apply in the event of any omission or gap in these General Terms and Conditions.

5. If the customer has its registered office outside the European Economic Area (EEA), Switzerland, and the United Kingdom, all disputes or claims arising out of or in connection with this Agreement, including any disputes concerning its validity, breach, termination, or nullity, shall be finally settled under the Vienna Rules of Arbitration of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by a sole arbitrator appointed in accordance with those Rules. The seat of arbitration shall be Vienna, Austria. The language of the arbitration proceedings shall be German, unless English is agreed in writing by the parties in the individual case. The contractual relationship and the arbitration agreement shall be governed by the substantive laws of Austria, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The expedited proceedings shall apply where the requirements set out in the Vienna Rules are met.

XI. Intellectual Property Rights

1. Plans, sketches, cost estimates, and all other documents, including brochures, catalogues, samples, presentations, and similar materials, shall remain our intellectual property. Any use thereof, in particular their disclosure to third parties, reproduction, publication, or making them available to others, including the copying of extracts, shall require our express consent.

2. All documents referred to above may be reclaimed by us at any time and shall, in any event, be returned to us immediately and without request if the contract is not concluded.

3. Furthermore, our contractual partner undertakes to keep confidential and not disclose to any third party any information and know-how obtained through the business relationship.