

**SHARP Electronics GmbH - GENERAL TERMS AND CONDITIONS**  
**for the delivery of solar modules and accessories (EU)**  
**- only for business transactions with entrepreneurs -**

**1. Scope of application**

- (1) These General Terms and Conditions (hereinafter also referred to as "GTC") shall apply to all business relations between  
Sharp Electronics GmbH, Nagelsweg 33 – 35, 20097 Hamburg / Germany  
Registered office of the company: Hamburg  
Commercial Register: Hamburg District Court No. HRB 125894, (hereinafter "SHARP")  
with their customers. The GTC only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- (2) The GTC applies in particular to contracts for the sale and/or delivery of movable items (hereinafter "Products") in direct sales and in the SHARP Solar B2B Shop <https://energystore.sharp.eu/> (hereinafter "Online Shop"). SHARP's deliveries, services and offers shall be made exclusively on the basis of these GTC.
- (3) Unless otherwise agreed, the GTC in the version valid at the time of the customer's order shall apply as a framework agreement also to similar future contracts without SHARP having to refer to them again in each individual case.
- (4) These SHARP GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer only become part of the contract if and to the extent that SHARP has expressly agreed to their validity. This requirement of consent shall apply in any case, i.e. even if SHARP, being aware of the customer's general terms and conditions, carries out the delivery to the customer without reservation.
- (5) Individual agreements made with the customer in individual cases take precedence over these GTCs. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation by SHARP.

**2. Conclusion of contract/storage and accessibility of the contract text for orders in general**

- (1) All offers from SHARP are subject to change and are non-binding unless they are expressly marked as binding or contain a specific acceptance period. In particular, the presentations of the products of SHARP do not constitute binding offers, but an invitation to the customer to order the products (invitatio ad offerendum). By placing an order, the customer makes a binding offer to purchase the product in question.
- (2) SHARP can accept an order from the customer that qualifies as an offer to conclude a contract within two weeks by sending a confirmation of receipt of the offer by e-mail (order information) or by performing the contractual service within the same period. This order information shall represent an acceptance of the customer's offer, unless SHARP expressly rejects the acceptance at the same time. The customer's offer and the order information from SHARP constitute the sales contract.
- (3) The text of the contract, consisting of the customer's specific order data, the order information and these GTC, shall be stored by SHARP and sent to the customer by e-mail. The customer can also view the GTC at any time in the online shop or at [www.sharp.eu/GTC-SESE-EN](http://www.sharp.eu/GTC-SESE-EN)

**3. Supplementary provisions on the conclusion of the contract/storage and accessibility of the text of the contract for orders in the online shop**

- (1) All offers, purchase agreements, deliveries and services based on orders placed by SHARP's customers via the online shop are additionally subject to the terms and conditions set out in clauses 3, (8), 6, 7, 9 para. (4), 10 para. (2) of these GTC. Insofar as individual provisions of clauses 3, 4, 6, 7, 9 para. (4) and 10 para. (2) of these GTC contradict the other provisions of these GTC, the provisions specifically applicable to the online shop shall take precedence over the general provisions of these GTC.

- (2) The product range in the SHARP online shop is aimed exclusively at entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), as well as legal entities under public law and special funds under public law. The customer confirms this by registering and placing an order in the SHARP online shop.
- (3) The customer can select products from the product range in the SHARP online shop and then place them in their own shopping cart. Before ordering via the online shop, the customer can check in the "shopping cart" of the online shop whether the item is available.
- (4) By placing an order in the online shop by clicking the "Place order" button, the customer makes a binding offer to purchase the product in the shopping cart. The customer remains bound to this offer for two (2) weeks. Before submitting their order, the customer has the opportunity to view the data, correct any entries in the shopping cart by either changing the number of items, deleting items by clicking on the trash symbol or changing the delivery address.
- (5) Immediately after receipt of the offer, SHARP will send the customer an automatic email order confirmation and a separate confirmation of acceptance of the offer (order information). This order information represents an acceptance of the customer's offer, unless SHARP expressly rejects the acceptance at the same time. The customer's offer and the order information from SHARP constitute the sales contract.
- (6) The text of the contract, consisting of the customer's specific order data, the order information and these General Terms and Conditions, is stored by SHARP in compliance with the applicable data protection law and sent to the customer by email. The customer can also view the GTC at any time in the online shop.

#### **4. Applicability/customer base/language for orders via the online shop**

- (1) The contracts with the customer for orders via the online shop are concluded exclusively in German or English, depending on whether the customer places the order via the German or English language page of the online shop. If the customer places the order via SHARP's German-language website, only the German version of these GTC is relevant. If the order is placed via SHARP's English-language website, only the English version of these GTC shall apply. English terms to which the corresponding German terms are attached shall always have the meaning of the respective German term.
- (2) Users can utilise the following functionalities of the online shop, among others:
  - Checking the availability/deliverability of the listed products
  - Binding order of the products
  - Access to additional product information such as data sheets, certificates, warranty conditions. SHARP intends to operate the online shop 7 days a week and 24 hours a day. Due to the technical peculiarities of the Internet and the operation of an online shop, SHARP does not guarantee the continuous or unrestricted availability of the online shop. SHARP reserves the right to limit, suspend or terminate the availability of the Online Shop. This applies in particular in the case of maintenance. If possible, SHARP will inform users in advance of foreseeable restrictions.
- (3) After the customer has registered with Sharp, the customer's company details are transmitted to the online shop and the email address for access to the online shop is stored. The customer can then use the "Reset password" function to assign a password for access themselves. The password in connection with the email address of the customer must be treated as strictly confidential and must not be passed on to third parties. The user is liable for all damages caused by the unauthorised use of the email address in connection with the password, unless SHARP is responsible for the unauthorised use. The user shall inform SHARP without undue delay if they become aware of the unauthorised use of the email address and password or that the email address and password have come into the possession of unauthorised third parties.
- (4) All data is transmitted securely via the internet. The online shop uses the Secure Sockets Layer (SSL) protocol with a key length of 128 bit. By using the SSL protocol, all data is encrypted during transmission between the browser and the server and its integrity is ensured.
- (5) The customer's right to use the functionalities of the online shop described in section 4 para. (2) of these GTC is unlimited. It may be terminated in writing by either SHARP or the user with one month's notice to the end of the quarter. Orders already existing at the time of such termination shall remain unaffected by such termination.

- (6) The right to early termination for good cause in accordance with § 314 BGB remains unaffected. An important reason for termination for SHARP is, in particular, if
- the user stops making payments;
  - the user themselves apply for the opening of insolvency proceedings or insolvency proceedings are opened against their assets;
  - the user persistently violates their contractual obligations from purchase contracts that are concluded in connection with the use of the online shop, they default on payment obligations, especially for two consecutive orders.
- (7) Notice of termination must be given in writing.
- (8) The provider of the online shop and your contractual partner for orders placed via the online shop is SHARP, see section 1 paragraph (1) of these GTC.

## **5. Prices, terms of payment and default in payment in general**

- (1) Unless otherwise agreed, SHARP's current prices at the time of conclusion of the contract shall apply within the European Union (EU) CIP, named delivery address, INCOTERM 2020, plus statutory VAT.
- (2) The prices quoted by SHARP shall apply to the scope of performance and delivery specified in the order information. Additional or special services will be charged separately.
- (3) The prices are in EUR plus statutory sales tax.
- (4) Insofar as the agreed prices are based on the SHARP list prices and the delivery is to take place more than four months after the conclusion of the contract, the SHARP list prices valid at the time of delivery shall apply.
- (5) Invoice amounts are due within thirty days of invoicing and delivery or acceptance, unless otherwise agreed in writing. However, SHARP shall be entitled at any time, also within the scope of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. SHARP shall declare a corresponding reservation at the latest with the order information.
- (6) Receipt of payment by SHARP is decisive for the date of payment.
- (7) If the customer does not pay by the due date, the outstanding amounts shall be subject to interest at the applicable statutory default interest rate from the due date. The assertion of higher interest and further damages in the event of default shall remain unaffected. Sharp also reserves the right to claim further damages for delay as well as the right to withdraw from the contract in accordance with the statutory provisions - if necessary after setting a deadline. SHARP's claim to commercial default interest (§353 HGB) remains unaffected against merchants.

## **6. Supplementary price and payment conditions for orders via the online shop**

- (1) For orders via the online shop, the current (net) prices indicated in the SHARP online shop at the time of the order apply plus statutory sales tax.
- (2) Subject to the provision in clause 5 para. (3) of these GTC, SHARP only delivers against prepayment for orders via the online shop. As soon as the ordered goods are ready for delivery to the customer, they will receive an advance payment request for the purchase price to be paid by email. The purchase price is due and payable without deduction within 5 bank working days after receipt of the advance payment request by the customer.
- (3) For orders via the online shop, SHARP reserves the right to grant the customer a credit limit for the purchase of the goods offered in the online shop at the time the contract is concluded or at a later point in time at its own discretion. In this case, the payment claims from the individual purchase contracts are due in accordance with the payment terms specified by SHARP for this purpose. No discount is granted.
- (4) SHARP is entitled to revoke or change the credit limit without notice if reasons become known which, from the point of view of a prudent businessperson, seriously question the customer's creditworthiness or solvency. In the event of revocation or exhaustion of the credit limit, SHARP shall be entitled to make any outstanding deliveries only against advance payment in accordance with para. (2) or against provision of a bank guarantee.

## **7. Delivery, delivery time and delay in delivery**

- (1) SHARP's statements on delivery times are approximate unless otherwise agreed with the customer. Delivery periods always begin after all execution details have been completely clarified and presuppose the timely and proper fulfilment of the customer's obligations.
- (2) Unless otherwise agreed, delivery shall be made within the European Union (EU) in accordance with the CIP (delivered, duty paid: Incoterms 2020) named delivery address. Only the customer's registered office or suitable warehouses can be named as delivery addresses. In the case of delivery to construction sites in particular, the customer is responsible for securing the goods against theft, damage and environmental influences from the time the freight forwarder delivers them. For deliveries outside the EU, SHARP reserves the right to charge additional costs (for transport, administration, etc.).
- (3) In the case of orders placed via the online shop, SHARP shall, as soon as the ordered goods are ready for delivery and provided that the customer has been granted a credit limit and the invoice amount of the order is within the scope of this credit limit (see clause 6 para. (3) of these GTC), immediately arrange for their delivery to the customer.
- (4) In the event of agreed delivery against advance payment in accordance with clause 5 para. (5) and/or clause 6 para. (2) of these GTC, the customer shall instead first receive an advance payment request informing them that the ordered goods are ready for immediate delivery and requesting payment. In this case, the delivery shall be initiated as soon as the purchase price (including any VAT and shipping costs) has been received in full on SHARP's account. The customer is informed in a "delivery information" that the delivery of the ordered goods has been initiated. All delivery periods agreed by SHARP when ordering or otherwise agreed for the shipment of the goods begin on the day of receipt of the full purchase price including sales tax if delivery against prepayment has been agreed.
- (5) The shipping time, i.e. the time from the initiation of the delivery to the arrival of the goods at the customer's premises, is approx. 5 to 10 working days (EU mainland), depending on the destination.
- (6) If the customer - in deviation from the above provisions - requests a fixed, binding delivery date, such a date must be specifically agreed with SHARP.
- (7) SHARP undertakes to immediately inform the customer of the reasons if circumstances arise or become apparent which indicate that the goods are not available for delivery on time or that an agreed delivery date cannot be met. The obligation to comply with individually agreed delivery dates remains unaffected.
- (8) If the goods cannot be delivered through no fault of SHARP or cannot be delivered on time despite timely follow-up orders, SHARP is entitled to withdraw from the purchase contract. SHARP shall notify the customer without undue delay of the unavailability of the goods and, in case of a withdrawal, shall reimburse the customer without undue delay for any payments made to SHARP.
- (9) Unless a prohibition of partial delivery or partial performance has been expressly agreed, SHARP shall be entitled to do so, provided that
  - the partial delivery or partial performance is of interest to the customer according to the purpose of the contract,
  - the delivery of the remaining ordered goods is ensured and
  - the customer does not incur significant additional expenses or costs (unless SHARP agrees to bear such costs).
- (10) The occurrence of the delay in delivery by SHARP is determined by the statutory provisions. Unless dispensable by law, a reminder by the customer is always required. If SHARP is in default of delivery, the customer may, provided that they can credibly demonstrate that they have suffered damage as a result thereof, demand lump-sum compensation for damage caused by default. The lump sum for damages shall amount to 0.5% of the net price (delivery value) for each completed calendar week of the delay, but in total not more than 5% of the delivery value of the goods delivered late. SHARP reserves the right to prove that the customer has not suffered any damage or that the damage is significantly less than the aforementioned lump sum. Claims for damages

by the customer that go beyond the lump sum are excluded, unless the delay is due to intent or at least gross negligence or the claims relate to damage resulting from injury to life, limb or health.

- (11) In the event of a delay in delivery, the customer can only withdraw from the purchase contract within the framework of the statutory provisions if SHARP is responsible for the delay in delivery (**Exception:** the case regulated in section 7 para. (4) of these GTC). At SHARP's request, the customer is obliged to declare within 2 weeks whether they are withdrawing from the contract due to the delay in delivery or insisting on the delivery and/or demanding compensation. The above liability provisions do not entail a change in the burden of proof to the detriment of the customer.

## **8. Force majeure**

- (1) Cases of force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. all kinds of operational disruptions, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of workers, energy or raw materials, difficulties in obtaining the necessary official approvals, official measures or non-existent, incorrect or late delivery by suppliers) for which SHARP is not responsible and which prevent SHARP, their suppliers or a company entrusted by SHARP with the execution of the contract from executing the contract, release SHARP from the fulfillment of the contract until the cessation of the force majeure. In the event of hindrances of a temporary duration, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If, on the other hand, the disruption lasts longer than one month, each party to the contract shall be entitled to withdraw from the contract in writing.
- (2) Insofar as cases of force majeure or industrial action affect the customer's business, the same shall apply to the customer's contractual obligations.

## **9. Transport damage/acceptance/default of acceptance/return of the products**

- (1) Transport damage to the delivered products must be noted by the customer on the delivery note and reported immediately after delivery by email to [sasu.sese@sharp.eu](mailto:sasu.sese@sharp.eu) or by filling out the corresponding form in the online shop. If transport damage only becomes apparent later, notification must be made immediately after discovery. SHARP shall only be liable for any transport damage up to the first recipient of the goods.
- (2) If the customer is in default with the recall, acceptance or collection of the products, if they fail to cooperate or if SHARP's delivery is delayed for other reasons for which the customer is responsible, SHARP shall be entitled to claim compensation for the resulting damage including additional expenses (for example storage costs). Without prejudice to SHARP's other rights, SHARP may charge storage fees of ½ of one percent of the net invoice amount per month or part thereof from the third week onwards. SHARP shall be at liberty to prove higher damages; however, the lump sum shall be credited against further monetary claims. The customer is entitled to prove that SHARP has suffered no damage or only a significantly lower damage than the aforementioned flat rate.
- (3) With the occurrence of default of acceptance, the risk of accidental deterioration and accidental loss of the products is transferred to the customer.
- (4) For the orderly processing of returns of goods ordered via the online shop, the customer undertakes to inform SHARP via email to [sasu.sese@sharp.eu](mailto:sasu.sese@sharp.eu) and to provide all necessary information. SHARP will then arrange for the return of the goods. The customer may not return the goods unsolicited. Costs arising from such an unsolicited return will be charged by SHARP to the customer. Upon final redemption, SHARP shall credit the fair market value as determined by SHARP in its reasonable discretion for the date of redemption.

## **10. Material defects**

- (1) The statutory provisions shall apply to the customer's rights in the event of material defects (including incorrect and insufficient delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. In all cases, the customer's statutory rights of



recourse against SHARP in case of final delivery of the goods to a consumer (supplier's regress according to §§ 478, 479 BGB) shall remain unaffected.

- (2) The basis of the liability for material defects between SHARP and the customer is primarily the agreement made between the parties regarding the quality of the goods. The product descriptions and installation instructions designated as such by SHARP shall apply as an agreement on the quality of the goods. For the SHARP products offered in the online shop as well as the goods/product components of other manufacturers, the product descriptions and installation instructions are made available to the customer for download when ordering in the online shop.
- (3) Insofar as the quality has not been agreed, the statutory regulation shall be used to assess whether or not there is a defect (§ 434 BGB). However, SHARP accepts no liability for public statements made by other manufacturers or other third parties (e.g. advertising statements).
- (4) The customer's claims for defects presuppose that they have complied with their statutory inspection and notification obligations (§§377, 381 HGB). If a defect becomes apparent during the inspection or later on, SHARP shall be notified thereof in writing without undue delay. The notification shall be deemed to have been made without delay if it is made within two weeks, whereby timely dispatch of the notification shall suffice to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, the customer shall notify us in writing of obvious defects (including incorrect and insufficient deliveries) within two weeks of delivery, whereby timely dispatch of the notification shall also suffice here to meet the deadline. If the customer fails to carry out the proper inspection and/or notification of defects, SHARP shall not be liable for the non-notified defect.
- (5) In the event of a justified and timely notice of defects, the customer shall be entitled to subsequent performance during the warranty period. SHARP shall have the right to choose the type of subsequent performance - elimination of the defect (rectification) or delivery of a defect-free item (subsequent delivery). If the subsequent performance fails, if further attempts at subsequent performance are unreasonable for the customer or if SHARP refuses subsequent performance, the customer shall be entitled to a price reduction, to rescind the contract or to claim damages in accordance with the applicable law. However, the special provisions of clause 12 of these GTC shall apply to the customer's claims for damages.
- (6) SHARP's right to refuse subsequent performance under the statutory requirements remains unaffected.
- (7) SHARP shall bear the expenses required for the purpose of testing and subsequent performance, in particular transport, travel, labour and material costs (not: removal and installation costs) if there is actually a defect. However, if the purchased goods are subsequently taken by the customer to a place other than the agreed place of delivery without this transfer corresponding to their intended use, the customer may not demand reimbursement of the associated expenses within the framework of subsequent performance. If a customer's request for rectification of defects subsequently turns out to be unjustified, SHARP is entitled to demand reimbursement of the costs incurred by SHARP from the customer.
- (8) In urgent cases, for example if there is a risk to operational safety or to prevent disproportionate damage, the customer has the right to rectify the defect themselves and to demand compensation from SHARP for the expenses objectively required for this. SHARP shall be notified of any such self-performance without undue delay, if possible in advance. The right of self-performance shall not exist if SHARP would be entitled to refuse a corresponding subsequent performance according to the statutory provisions.
- (9) If the subsequent performance has failed or a reasonable deadline to be set by the customer for the subsequent performance has expired without success or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. For a minor defect, however, there is no right of withdrawal.
- (10) The customer can only assert claims for damages under the conditions regulated in section 12 of these GTC due to a defect if the subsequent performance has failed or SHARP has refused the subsequent performance. The right of the customer to assert further claims for damages under the conditions regulated in section 12 of these GTC remains unaffected.

## **11. Defects of title, rights of the customer in the event of infringements of property rights**

- (1) The regulations in section 10 of these GTC apply accordingly to the rights of the customer in the event of legal defects. In addition, the following provisions of section 11 of these GTC apply.
- (2) Each contractual partner shall inform the other contractual partner immediately in writing if claims are asserted against them due to the infringement of industrial property rights or third-party copyrights.
- (3) In the event that the delivery item infringes an industrial property right or copyright of a third party, SHARP shall, at its discretion and at its own expense, modify or replace the delivery item in such a way that no third party rights are infringed any more, but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the customer by concluding a licence agreement. If SHARP does not succeed in doing so within a reasonable period of time, the customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages on the part of the customer are subject to the limitations of clause 12 of these GTC.
- (4) In the event of infringements of rights by products from other manufacturers supplied by SHARP, SHARP will, at its own discretion, assert their claims against the manufacturer and sub-suppliers for the account of the customer or assign them to the customer. In such cases, claims against SHARP shall only exist in accordance with this clause 11 if the legal enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, for example due to insolvency.

## **12. Liability**

- (1) SHARP is liable for its own services and those of its vicarious agents in accordance with the general statutory provisions, unless otherwise stated in the following provisions of this section 12:
  - a. SHARP's liability for damage caused intentionally or through gross negligence by SHARP or one of its legal representatives, employees or other vicarious agents is unlimited.
  - b. In the event of damage resulting from injury to life, limb or health, the liability of SHARP, one of its legal representatives, employees or other vicarious agents is unlimited, regardless of the degree of fault.
  - c. SHARP shall also be liable without limitation for damages caused by a serious organisational fault or a fraudulent action of SHARP as well as for damages caused by a lack of a guaranteed quality of the respective product.
  - d. If none of the cases mentioned in section 12 para. (1) lit. a to lit. c of these GTC apply, SHARP's liability for slightly negligent breaches of material contractual obligations shall be limited to the amount of the foreseeable damage typical for this type of contract, i.e. as a rule to the respective order value. Material contractual obligations are those contractual obligations of SHARP, the fulfilment of which jeopardises the proper performance of the purpose of the contract and the fulfilment of which the customer regularly relies on and may rely on. Material contractual obligations are in particular the obligation to deliver the delivery item on time, its freedom from defects that impair its functionality or usability to a significant level, as well as advisory, protective and custodial obligations that are intended to enable the customer or its purchasers to use the delivery item in accordance with the contract or to protect the life and limb of the customer's personnel or to protect the customer's property from significant damage.
  - e. Any further liability on the part of SHARP is excluded, in particular SHARP's liability for damages without fault is excluded.
- (2) Indirect damage and consequential damage resulting from defects of the delivery item shall only be eligible for compensation to the extent that such damage is typically to be expected when using the delivery item for its intended purpose and is not due to intentional or grossly negligent acts of SHARP or injury to life, limb or health.
- (3) The above exclusions and limitations of liability shall apply to the same extent in favour of SHARP's corporate bodies, legal representatives, employees and other vicarious agents.

- (4) Insofar as SHARP provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services provided by SHARP, this is done free of charge and to the exclusion of any liability.
- (5) Liability claims according to the above provisions in section 12 of these GTC expire after one year from the start of the statutory limitation period. This does not apply in the event of intent or gross negligence or in the event of injury to life, limb or health. In these cases, the statutory limitation period shall apply.
- (6) Liability under the Product Liability Act and mandatory statutory grounds for liability shall remain unaffected by the above liability provisions.
- (7) The above liability regulations also apply to SHARP's liability with regard to the reimbursement of wasted expenses.

### **13. Offsetting and Right of Retention**

- (1) The customer can only offset claims from SHARP with undisputed and/or legally established claims or with claims that are in a reciprocal relationship with SHARP's claims.
- (2) The customer is only entitled to exercise a right of retention insofar as their counter-claim is based on the same contractual relationship.

### **14. Limitation period**

- (1) Unless otherwise stipulated in these GTC including the following provisions, claims for defects - including contractual or statutory claims for damages - shall become statute-barred twelve (12) months after the passing of risk.
- (2) If the goods have been sold by the customer directly or through one of the buyers in the supply chain to a consumer, the claims for material defects shall become time-barred at the earliest two (2) months after the customer has fulfilled the material defect claims of its direct purchaser, but at the latest in five (5) years after delivery by SHARP to the customer.
- (3) The one-year limitation period stipulated in section 14 para (1) of these GTC shall not apply if longer periods are prescribed by law pursuant to sections 438 para. 1 no. 2 BGB (buildings and objects for buildings), 478, 479 (supplier regress) and 634a para. 1 no. 2 BGB (construction defects). In these cases, the statutory limitation period applies.
- (4) Claims for damages by the customer for damage resulting from injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty, in the event of fraudulent concealment of a defect or insofar as SHARP has assumed a guarantee for the condition of the item, become time-barred according to the statutory limitation periods.
- (5) The limitation periods of the Product Liability Act also remain unaffected.

### **15. Extended retention of title/Assignment of claims**

- (1) All delivered products shall remain the property of SHARP until full payment of all claims - including future claims - to which SHARP is entitled from the business relationship with the customer (reserved goods). In the case of several claims or a current account, the retention of title applies as security for the balance claim, even if individual product deliveries have already been paid for.
- (2) The customer stores the reserved goods for SHARP free of charge with the care of a prudent businessperson. The customer undertakes to grant SHARP access to the reserved goods at any time during normal business hours. In the event of access by third parties to the goods subject to retention of title, in particular in case of seizure, the customer shall point out SHARP's ownership claims and notify SHARP without undue delay. Pledges or transfers by way of security of the reserved goods are not permitted. The goods subject to retention of title are treated or processed for SHARP as the manufacturer within the meaning of section 950 of the German Civil Code, without any obligation for SHARP resulting therefrom. If the goods subject to retention of title are processed or mixed with goods from third parties, SHARP is entitled to a co-ownership share in the new item in accordance with the ratio of the invoice value of the retained goods in question to



the invoice value of the processed/mixed third party goods. In this respect, the new goods are considered reserved or retained goods.

- (3) The customer is entitled to sell the reserved or retained goods in the ordinary course of business as long as they meet their contractual obligations on time and in particular fulfil the following conditions. The customer assigns to SHARP by way of security any claims, in particular receivables, arising from resale or any other legal ground (e.g. tort) with regard to the goods subject to retention of title to the full extent or, in case of processed/merged goods, according to the part of SHARP's co-ownership. SHARP accepts this assignment. If the claims arising from resale are placed in a current account relationship between the customer and their buyer, all balance claims from the current account are assigned up to the amount that corresponds to the original current account claim for the reserved goods. SHARP revocably authorises the customer to assert the claims assigned to SHARP and to collect the claims assigned to SHARP on SHARP's account in their own name. The direct debit authorisation expires if the customer does not properly meet their payment obligations, gets into payment difficulties, enforcement measures are taken against them or judicial insolvency proceedings are opened against their assets or the opening of such proceedings is rejected due to lack of assets. Amounts collected are to be immediately used to pay SHARP's due claims. The further assignment of the claims assigned to SHARP is excluded without the consent of SHARP. This also applies to the sale to and confiscation by an agent. SHARP will grant approval for factoring if the agent has ensured and confirmed to SHARP that payments due to SHARP for the goods subject to retention of title will be forwarded directly to SHARP by the agent up to the amount invoiced by SHARP for these goods. Securities granted shall be released upon request at SHARP's discretion to the extent that their realisable value exceeds the claims to be secured by more than 20% in total. The realisable value shall be determined on a flat-rate basis, starting from the price of the goods shown on the customer's invoice (i.e. without price deductions) less an average utilisation discount amounting to 1/3 of this price.
- (4) SHARP shall be entitled to revoke the direct debit authorisation after having set a reasonable period of time and/or to reclaim retained goods by way of security if, after delivery, SHARP becomes aware of circumstances which call into question the proper performance of the contract on the part of the customer (for example, application for the opening of insolvency proceedings, deterioration of assets, default of payment and so on). If SHARP takes back the retained goods, this shall constitute a withdrawal from the contract. SHARP shall be entitled to realise the retained goods upon taking them back. After deduction of a reasonable amount for the costs of realisation, the proceeds of realisation shall be offset against the amounts owed to SHARP by the customer.
- (5) After revocation of the direct debit authorisation, the customer undertakes to notify SHARP without undue delay of the assigned claims and their debtors, to provide SHARP with all information required for collection including the related documents as well as to disclose the assignment to the third party debtor. The customer hereby undertakes and assures to notify SHARP without undue delay if their financial situation may jeopardise the proper performance of their obligations existing or to be entered into with SHARP. This obligation exists until all open invoices from the delivery relationship have been settled in full, especially when subsequent contracts are concluded.

## **16. Guarantee**

- (1) SHARP offers a product and performance guarantee in favour of the end customer for the photovoltaic modules sold under the "SHARP" brand.
- (2) The guarantee certificates can be viewed and downloaded at <http://www.sharp.eu>.
- (3) The manufacturers of other products (for example: inverters, battery storage, mounting systems, other accessories) may offer their own guarantees for the respective products. Claims under these guarantees must be made directly against the respective manufacturer.
- (4) The customer's claims for defects in accordance with section 10 of these GTC remain unaffected by the guarantee granted to the end customer.

**17. Customer responsibilities during installation and resale/Compliance with installation instructions/Service and after-sales service**

- (1) If the customer installs the goods they have bought themselves for an end customer or has them installed by a vicarious agent, they must observe the following obligations:
  - a) The customer guarantees the proper and professional installation, the proper connection of the products, as well as the documentation and instruction at the site of the end customer.
  - b) During installation, they shall also ensure that the installation instructions required for the goods supplied are followed and that the warnings also contained therein are observed.
  - c) The customer shall be obliged to fulfil justified material defect claims of the end customers and to perform work within the scope of the guarantee granted by SHARP. In order to ensure that the claims of the end customers are reconciled with SHARP's own claims for material defects and SHARP's rights or that SHARP's guarantee provisions are complied with, the customer shall immediately notify SHARP of any material defect and warranty claim and shall consult with SHARP on the further course of action. This obligation shall apply irrespective of the customer's obligations under commercial law to inspect the goods and give notice of defects. For work under the SHARP guarantee, the customer shall be entitled to a claim for reimbursement of expenses, the amount of which shall be agreed between SHARP and the customer in each individual case.
- (2) If the customer does not carry out the installation themselves at the end customer's premises, but resells the goods purchased from SHARP to a third party, they shall observe the following in particular:
  - a) The goods may only be resold to installers whose qualification ensures the proper and professional installation, wiring and any repair of the contractual products with the end customers and who have the prerequisites for a smooth technical customer service.
  - b) When making a sale, the customer expressly draws the buyer's attention to the obligations contained in section 17 para. (1) letters (a) to (c) of these GTC and obtains a contractual assurance that the buyer will recognise these obligations as binding on their behalf in place of the customer.

**18. Software usage rights**

- (1) Insofar as the object of the delivery transaction is (also) the permanent transfer of software, the customer acquires a non-exclusive, spatially and temporally unlimited right of use to the transferred software for the use of the software on a device. The programme may only be copied for the purpose of making a programme copy which serves as a programme backup, unless a backup copy is included in the scope of delivery. When changing the hardware, the software on the previously used hardware must be deleted.
- (2) The customer is entitled to sell or give away the software to third parties on a permanent basis, provided that the acquiring third party agrees that the above conditions in section 18 para. 1 will also continue to apply to them. In the event of transfer, the software must be deleted from the hardware used by the customer and all programme copies, including any backup copies, must be handed over to the third party or any data carriers not handed over must be destroyed.
- (3) SHARP is under no obligation to disclose the source code of the software.

**19. Packaging and recycling**

Transport packaging must be returned by the customer to an approved recycling system.

## **20. Privacy notice and cookie policy**

- (1) SHARP collects, processes and uses the customer's personal data, in particular the contact details, to fulfill the contract or to carry out pre-contractual measures in accordance with article 6 para. 1 b) GDPR.
- (2) Details can be found in SHARP's privacy notices:  
Privacy notice for the online shop:  
<https://solarenergysshop.sharp.eu/privacy-policy>  
Cookie Policy Online Shop  
<https://solarenergysshop.sharp.eu/cookie-policy>  
Privacy Notice and Cookie Policy Document Management Pandadoc  
<https://www.sharpsolar.eu/privacy-notice-and-cookie-policy-pandadoc-en>  
Privacy notice and cookie policy Hubspot CRM  
<https://www.sharpsolar.eu/privacy-notice-and-cookie-policy>

## **21. WEEE**

SHARP only sells to resellers. As a reseller in the EU, excluding Germany and the UK, the customer is responsible for reporting the solar modules under WEEE. Should the customer in exceptional cases act as an end user, they shall be obliged to inform SHARP thereof.

## **22. Choice of law, place of jurisdiction**

- (1) The law of the Federal Republic of Germany applies to these GTC and the contractual relationship between the customer and SHARP, excluding uniform international law, in particular the UN Sales Convention (CISG).
- (2) The exclusive place of jurisdiction for all disputes between the parties arising from or on the occasion of the business relationship is Hamburg. However, SHARP shall also be entitled to initiate legal action at the place of performance of the delivery obligation or at the customer's general place of jurisdiction.

## **Final provisions**

- (1) Changes or additions to these GTC must be made in writing. This also applies to changes to this written form requirement.
- (2) Should individual provisions of these GTC be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions have not become part of the contract or are ineffective, the content of the contract is primarily based on the statutory provisions (section 306 para. 2 BGB). Only in other respects and insofar as no supplementary interpretation of the contract takes precedence or is possible, shall the parties replace the void or ineffective provision with an effective provision which comes closest to it in economic terms.

**Status: 12.10.2023**