

General Terms and Conditions

of EKRAFT GmbH for works and construction services, maintenance and supplies of goods

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This English version is provided for information only. Only the German version is legally binding.

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Part A – General provisions

§ 1 Scope, definitions

- 1.1 These General Terms and Conditions (GTC) apply to all contracts concluded by EKRAFT GmbH, Raiffeisenstraße 4, 87773 Pleß, Germany (“EKRAFT” or “we”), with its customers for works and construction services, maintenance and service work and the supply of goods. These include, in particular, the installation and construction of battery storage systems, photovoltaic systems, energy storage systems and EV charging infrastructure, grid and infrastructure services including medium-voltage connections, transformer stations and emergency power systems, electrical installation, building automation including energy management, and the supply of cable support systems.
- 1.2 EKRAFT is a master electrician business of the electrical trade and is entered in the Register of Craft Businesses (Handwerksrolle) of the Handwerkskammer für Schwaben (Chamber of Skilled Crafts for Swabia).
- 1.3 A consumer is any natural person who enters into a legal transaction for purposes that predominantly fall outside their trade, business or profession (section 13 of the German Civil Code (BGB)). A business customer (Unternehmer) is a natural or legal person or a partnership with legal capacity who, when entering into a legal transaction, acts in the exercise of their trade, business or profession (section 14 BGB). Legal entities under public law and special funds under public law are treated in the same way as business customers. “Customer” refers to consumers and business customers alike.
- 1.4 Part A applies to all contracts. Part B applies additionally to works and construction services, Part C to supplies of goods with the exception of the components of a system under clause 11.6, and Part D to maintenance and service. Part E contains special provisions for consumers, Part F special provisions for business customers; these take precedence over Parts A to D to the extent that they make different provisions. Part G contains the final provisions.
- 1.5 The customer’s general terms and conditions do not form part of the contract, even if we do not expressly object to them or perform services in the knowledge of them. They apply only if we have expressly agreed to their application in text form.
- 1.6 Individual agreements made in a specific case take precedence over these GTC (section 305b BGB). In the event of conflicts between the contractual documents, the following apply in the order given: the contract document or the offer accepted by the customer, including the specification of works; our order

confirmation, insofar as it accepts an order placed by the customer; these GTC; and the statutory provisions. If an order confirmation deviates from our offer or from the customer's order, the deviation applies only if we have clearly highlighted it and the customer agrees to it.

- 1.7 References to paragraphs (§) and clauses without mention of a statute refer to these GTC.

§ 2 Offer, conclusion of contract, documents

- 2.1 Descriptions of our services on our website, in brochures and in other advertising material are non-binding and do not constitute an offer in the legal sense.
- 2.2 If our offer specifies a binding period, we are bound by the offer until that period expires. Otherwise, the statutory provisions apply to the acceptance of our offers.
- 2.3 The contract is concluded when the customer accepts our offer or when we accept an order placed by the customer by means of an order confirmation in text form. In relation to business customers, acceptance may also take place by our commencing performance or delivering the goods.
- 2.4 Our fitters and other employees on site are not authorised to make agreements on changes to the services, additional services or remuneration unless we have granted them authority to do so. We recommend recording amendments and additions to the contract in text form.
- 2.5 A cost estimate is binding only if it is expressly designated as binding. Section 649 BGB applies to non-binding cost estimates. The preparation of a cost estimate is subject to a charge only if this has been agreed in advance.
- 2.6 We reserve the copyright in offers, cost estimates, plans, drawings, calculations and similar documents that we provide to the customer. The customer may use them only for the purpose of reviewing and performing the contract and may make them accessible to third parties only to the extent necessary for this purpose (e.g. grid operators, authorities, funding bodies, financiers, insurers or other trades involved). If no contract is concluded, documents prepared individually for the customer must be returned or deleted at our request. The system documentation under clause 11.5, including circuit diagrams and test reports, becomes the property of the customer upon handover; the customer may use it for the operation, maintenance, repair, extension and sale of the system and may pass it on to third parties for these purposes.

§ 3 Scope of services, quality, components

- 3.1 The nature and scope of our services are determined by the contract, in particular by the offer and the specification of works. We owe planning for permit applications, structural analysis, scaffolding, earthworks, civil engineering, building and roofing work and the representation of the customer in the grid connection procedure only to the extent that these have been expressly agreed or are provided for in clause 11.6. We always provide, as part of our services, the detailed design required for the proper execution of our services (e.g. system design, dimensioning of cables and protective devices, string planning) and the declarations and notifications which, under the grid operator's rules, may only be submitted by an electrical contractor entered in its installer register (in particular the completion notification for the system installed by us).
- 3.2 Illustrations and drawings as well as dimensions and weights stated in our documents are approximate only, unless usability for the contractually intended purpose requires exact conformity. The nominal values stated in the offer (e.g. module output in kWp, usable storage capacity in kWh at handover, inverter output in kW) constitute the agreed quality; they are subject to the tolerances stated in the manufacturer's data sheet, which we make available to the customer with the offer. In relation to consumers, the objective requirements for the goods (section 434(3) BGB) remain unaffected; a deviation from them applies only if the consumer was specifically informed of it before making their contractual declaration and it was expressly and separately agreed in the contract (section 476(1) sentence 2 BGB). We give a guarantee within the meaning of section 443 BGB only to the extent that we assume it in a declaration or in relevant advertising.
- 3.3 We are entitled to use equivalent components instead of the components specified in the offer (e.g. modules, inverters, storage systems, switching, metering and control technology) if the specified components are not available, or not available in time, for reasons for which we are not responsible, or may not be used due to legal or technical requirements, in particular those of the grid operator. A component is

equivalent only if it is at least equivalent in rated output or usable capacity, efficiency, functionality and quality; is compatible with the other system components and the existing energy management system and permissible under grid requirements; does not impair the system's eligibility for funding; carries a manufacturer's guarantee whose scope and duration are not less than those of the component offered; and does not differ significantly in external appearance. We notify the customer in text form of the intended replacement before its use, specifying the replacement component. If the replacement results in additional costs for the customer, it requires the customer's consent; if the customer does not consent, the execution periods are extended until a component that can be used without additional costs is available, and clause 5.4 applies accordingly.

- 3.4 Yield forecasts, simulations, calculations of self-consumption and self-sufficiency and economic feasibility assessments are based on assumptions, in particular regarding weather, consumption behaviour, energy prices and the legal situation, over which we have no influence. The values stated therein are expected values; we owe their achievement only if it has been expressly agreed as a quality or guaranteed. This does not affect our obligation to plan, dimension and execute the system properly and in accordance with the generally accepted rules of technology on the basis of the data communicated to us; underperformance resulting from planning, dimensioning or execution errors constitutes a defect. We are liable for the careful preparation of the forecasts in accordance with § 8. In relation to consumers, section 434(3) and section 476(1) BGB remain unaffected.
- 3.5 We do not owe the granting or amount of funding, feed-in tariffs, market premiums, tax benefits or other payments by third parties unless this has been expressly agreed. If we undertake to submit an application, we owe its proper preparation and submission, not its success. Insofar as we have not undertaken to submit the application, the customer shall clarify the funding requirements themselves, in particular whether an application must be submitted before the contract is concluded or before work begins. § 8 remains unaffected.

§ 4 Prices and payment

- 4.1 The prices agreed in the offer or contract apply. Prices for consumers are total prices including statutory value added tax. Prices for business customers are exclusive of statutory value added tax unless the tax is owed by the recipient of the service under section 13b of the German VAT Act (UStG).
- 4.2 The terms of payment, in particular due dates, payment periods, payments on account and advance payments as well as any securities, are set out in the respective offer or contract. To the extent that nothing is provided there, the statutory provisions apply.
- 4.3 Services that go beyond the agreed scope of services and are commissioned by the customer are remunerated separately. The agreement made for the additional service is decisive; in the absence of such an agreement, section 650c BGB applies to instructions under section 650b BGB, and section 632(2) BGB applies in all other cases.
- 4.4 In the event of default in payment, the statutory provisions apply.
- 4.5 If, after the contract has been concluded, it becomes apparent that our claim to counter-performance is jeopardised by the customer's inability to perform, we are entitled, in accordance with section 321 BGB, to refuse our performance until counter-performance has been effected or security has been provided for it and, after a reasonable period has expired without result, to rescind the contract (Rücktritt).
- 4.6 The customer may set off only claims that are undisputed, have been finally and conclusively established by a court or are ready for decision. This does not apply to counterclaims arising from the same contractual relationship, in particular on account of defects or additional completion costs. The customer's statutory rights to refuse performance and rights of retention, in particular under sections 320 and 641(3) BGB, remain unaffected; for business customers, clause 26.5 applies in addition.
- 4.7 In the case of construction contracts, our claims to the provision of security under section 650f BGB and to the grant of a protective mortgage under section 650e BGB remain unaffected. Under section 650f(6) sentence 1 no. 2 BGB, the claim to the provision of security also exists in relation to consumers if the contract is neither a consumer construction contract nor a property developer contract (Bau trägervertrag).

§ 5 Dates, obstacles to performance

- 5.1 Delivery and execution dates are determined by the contract. A date is binding if it is designated as binding or is stated as the date by which we undertake to perform. We may exceed dates designated as estimated by no more than four weeks; the expiry of these four weeks is deemed to be a binding date. If no date has been agreed, the statutory provisions apply.
- 5.2 Compliance with dates presupposes that the customer fulfils their obligations to cooperate (§ 12) in good time, that the necessary permits, consents and commitments – such as the grid operator's grid connection commitment – have been obtained and that preliminary work by other trades has been completed in good time. This does not apply to the extent that obtaining the permit, consent or commitment, or the preliminary work, is owed by us or its delay is our responsibility, for example because we did not submit in good time a registration that we had undertaken to make.
- 5.3 If we are prevented from performing on time by force majeure or other circumstances for which we are not responsible, the delivery and execution periods are extended by the duration of the hindrance plus a reasonable start-up period. Such circumstances include, in particular, industrial action, measures by public authorities, disruption of transport routes, epidemics, weather conditions which could not be expected for the execution period at the time the contract was concluded and which rule out proper execution, delays caused by grid operators or authorities for which we are not responsible, and late delivery by our suppliers despite our having concluded with them in good time a binding covering transaction sufficient to fulfil the contract. We notify the customer without undue delay in text form of the beginning and expected duration of the hindrance.
- 5.4 If a hindrance under clause 5.3 lasts so long that a contracting party can no longer reasonably be expected to adhere to the contract, either contracting party may rescind or terminate the contract with regard to the part not yet performed. We refund without undue delay any counter-performance already received for services not rendered. The customer's statutory rights in the event of a delay for which we are responsible remain unaffected.
- 5.5 If execution is delayed for reasons within the customer's sphere of responsibility, the statutory provisions apply, in particular sections 304, 642 and 643 BGB. Under these provisions, we may in particular claim reimbursement of the additional expenses incurred for the unsuccessful offer of performance and for the storage and preservation of material, as well as reasonable compensation for the duration of the default in acceptance. A postponement requested by the customer requires an agreement that also governs the remuneration of any additional costs; in the case of construction contracts, sections 650b and 650c BGB remain unaffected.
- 5.6 Partial performance and partial deliveries are permissible insofar as they are reasonable for the customer. Partial deliveries to consumers are made only after prior consultation.

§ 6 Retention of title

- 6.1 Goods and materials supplied remain our property until the remuneration under the respective contract has been paid in full (retained goods). For business customers, § 27 applies in addition.
- 6.2 If retained goods or materials become an essential part of a plot of land or building through installation, the transfer of ownership is governed by the statutory provisions (sections 946 et seq. BGB). Otherwise, clause 6.1 applies.
- 6.3 In the event of conduct by the customer in breach of contract, in particular default in payment, we are entitled under the statutory provisions to rescind the contract and to demand the return of the retained goods. The demand for return presupposes rescission; in the event of default in payment, rescission is only permissible after a reasonable period set for the customer has expired without result, unless setting a period is unnecessary under statutory law.
- 6.4 The customer shall handle the retained goods with care and notify us without undue delay of any access by third parties, in particular seizures.

§ 7 Claims for defects

- 7.1 The statutory provisions apply to material defects and defects of title unless otherwise provided below. For business customers, §§ 25 and 26 apply in addition, and for consumers § 22.
- 7.2 The customer shall give us the opportunity to effect cure (Nacherfüllung) within a reasonable period. In the case of work services, cure is effected, at our option, by remedying the defect or producing a new work (section 635(1) BGB). In the case of purchase contracts with consumers, the customer chooses the type of cure (section 439(1) BGB); before cure, we inform the customer of this right of choice and of the fact that the limitation period is extended once by twelve months in the event of repair (section 475(4), section 475e(5) BGB).
- 7.3 Damage and functional impairments that only arise after the passing of risk or acceptance and are attributable exclusively to one of the following causes do not constitute a defect in our performance: natural wear and tear; improper operation or handling; failure to observe the operating and maintenance instructions handed over; failure to carry out maintenance prescribed in the documentation handed over; interventions, modifications or repairs by the customer or third parties commissioned by the customer, including changes to software, firmware or configuration; external influences for which the system need not be designed under the contract and the generally accepted rules of technology (e.g. lightning strike, hail exceeding the normative test requirements, flooding, animal bites). Updates to software or firmware provided by us or the manufacturer are not interventions by third parties within the meaning of sentence 1. Defective preliminary work by other trades does not constitute a defect in our performance if we have inspected the preliminary work with due care and informed the customer of any discernible concerns. The statutory provisions on the burden of proof, in particular section 477 BGB, remain unaffected.
- 7.4 If it transpires that a defect notified by the customer does not exist and the cause of the reported symptom does not lie within our sphere of responsibility, we may claim reimbursement of the necessary expenses incurred by us for inspection and troubleshooting if the customer, on an examination that could reasonably be expected of them in view of their knowledge and abilities, could have recognised that there was no defect in our performance. Defects in components supplied lie within our sphere of responsibility even if they are due to a fault on the part of the manufacturer. The customer does not have to determine the technical cause of a malfunction; a description of the symptoms is sufficient.
- 7.5 Manufacturers' guarantees exist against the manufacturer, independently of our statutory liability for defects, in accordance with the respective guarantee terms. We hand over to the customer the guarantee documents available to us. If, at the customer's request, we assist the customer in asserting a manufacturer's guarantee in a case for which we are not liable for defects, the customer shall pay for this work if we have informed them in advance of the obligation to pay and its probable amount. To the extent that we are liable for defects, the customer may demand cure directly from us; we do not refer the customer to the manufacturer first.
- 7.6 Claims for damages and for reimbursement of futile expenses on account of defects exist only in accordance with § 8.

§ 8 Liability

- 8.1 We are liable without limitation in cases of intent and gross negligence, for culpable injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz), in the event of fraudulent concealment of a defect and to the extent of any guarantee we have given.
- 8.2 In the event of a slightly negligent breach of a material contractual obligation, our liability is limited to the damage typical for the contract and foreseeable at the time the contract was concluded. Material contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the customer may regularly rely.
- 8.3 Otherwise, our liability for slightly negligent breaches of duty is excluded.
- 8.4 In relation to business customers, legal entities under public law and special funds under public law, our liability in the cases of clause 8.2 is limited to the damage typical for the contract and foreseeable at the

time the contract was concluded, but to a maximum of €2,000,000 per loss event. This limitation does not apply in the cases of clause 8.1.

- 8.5 Clauses 8.1 to 8.4 apply to claims on any legal basis, including pre-contractual breaches of duty, and to the personal liability of our legal representatives, employees and vicarious agents. This does not entail any change in the burden of proof to the customer's detriment.
- 8.6 If our work requires an interruption of the power supply or the shutdown of system components, we agree the timing with the customer. The customer takes the precautions that can reasonably be expected of them to protect sensitive equipment and processes (e.g. IT systems, refrigeration and medical technology, production facilities) and to back up their data. Our liability under clauses 8.1 to 8.4 remains unaffected.

§ 9 Programming, software, access data, remote access

- 9.1 If we program or configure controllers, building automation or energy management systems for the customer, we grant the customer a non-exclusive right, unlimited in time, to use the results for the operation, maintenance, modification and extension of the relevant system and to have them edited by third parties for this purpose. Upon completion of the work, we hand over to the customer the current project or configuration file. The right of use passes to the acquirer if the system is sold. The customer receives rights of use in general program modules and templates not created specifically for the customer only as part of the configuration handed over. Clause 7.3 applies to defects resulting from modifications by the customer or third parties.
- 9.2 The licence and usage terms of the respective manufacturer apply to manufacturers' software and firmware. We owe the installation of updates and the maintenance of manufacturer software only if this has been separately agreed; statutory update obligations remain unaffected (clause 22.1).
- 9.3 Upon completion of the work, we hand over to the customer the access data required for the operation and administration of the system, including administrator access; we change preset default passwords before handover. Thereafter, the customer is responsible for the secure storage of the access data and for the security of their network and internet connection, unless we have supplied or set up network components or taken over their support. § 8 remains unaffected.
- 9.4 We access the customer's systems remotely, for example for remote maintenance, monitoring or fault analysis, only with the customer's consent. The customer provides the internet connection required for this. We process personal data obtained in this context only for the agreed purposes; to the extent that we process such data on behalf of a customer who is the controller, we conclude an agreement with the customer under Art. 28 of the General Data Protection Regulation (GDPR) before remote access begins.

§ 10 Data protection

- 10.1 We process the customer's personal data in accordance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). To the extent necessary for the performance of the contract, we transfer data to grid operators, metering point operators, authorities, funding bodies and subcontractors involved.
- 10.2 Further details are set out in our privacy policy at www.ekraft.energy/en/privacy-policy/.

Part B – Works and construction services

§ 11 Execution, grid connection, documentation

- 11.1 We perform our services in accordance with the generally accepted rules of technology, the relevant electrotechnical standards and the technical connection conditions of the competent grid operator. We are entitled to use subcontractors; our responsibility towards the customer remains unaffected.
- 11.2 Where agreed, we register the system with the grid operator and handle the grid connection procedure in the name of the customer. The customer grants us the powers of attorney required for this and provides the necessary information and documents. The content and duration of decisions by grid operators and

authorities, for example on grid compatibility, the connection commitment, meter installation and energisation by the grid operator, are beyond our control.

- 11.3 Costs and charges of third parties, in particular of the grid operator and the metering point operator (e.g. grid connection costs, construction cost contributions, metering and meter charges), as well as official fees are borne by the customer unless they are expressly included in the agreed price.
- 11.4 If it becomes apparent before or during execution that the existing electrical installation, the meter position, the building fabric or the load-bearing capacity of roof and mounting surfaces does not meet the technical or legal requirements for the agreed service, we inform the customer of this without undue delay in text form and submit an offer for the necessary additional services. We are entitled to additional remuneration insofar as these services are not owed under the contract; § 13 applies. If the customer does not commission the necessary services within a reasonable period set by us and does not have them carried out by third parties either, either contracting party may terminate the contract with regard to the services that cannot be performed; we may then claim a part of the remuneration corresponding to the work performed and reimbursement of expenses not included in that remuneration (section 645(1) BGB applying accordingly).
- 11.5 Upon completion, we hand over to the customer the system documentation required by the generally accepted rules of technology, including the test reports, and instruct the customer in the operation of the system.
- 11.6 If we install a photovoltaic, battery storage, EV charging infrastructure or building automation system, we owe, as a single work service, the creation of a functional system commissioned by us. This includes, in particular, the planning of the system by us, its adaptation to the building, the roof or installation area and the service connection, its integration into the energy management system, commissioning and, notwithstanding clause 11.2 sentence 1, the registration of the system with the grid operator, unless otherwise agreed. The supply of the components forms part of this work service. We do not owe services of the grid operator and the metering point operator, in particular establishing the grid connection, meter installation and energisation by the grid operator; in this respect, clause 14.4 applies.

§ 12 Customer's obligations to cooperate

- 12.1 Unless otherwise agreed, the customer shall create the conditions for execution in good time and at their own expense. In particular, the customer shall:
 - a) provide unobstructed access to the place of performance and to the affected parts of the building, roof areas, technical rooms and meter rooms during normal working hours; access routes and assembly areas must be suitable for the vehicles, lifting equipment and loads used and must be cleared;
 - b) provide construction power and water as well as suitable areas for storing material and tools, lockable where necessary and reasonable;
 - c) before work begins, provide the information known or accessible to them (e.g. as-built drawings) on the location of concealed electricity, gas, water and other lines and on pollutants known to them (e.g. building components containing asbestos); our obligation to check the location of lines using customary professional means before drilling, chiselling and excavation work remains unaffected;
 - d) provide the information and documents available to them on the structural analysis and load-bearing capacity of buildings, roofs and foundations, insofar as we do not owe their determination; our obligation to point out discernible concerns about the load-bearing capacity remains unaffected;
 - e) obtain the necessary permits under public law and the consent of owners, co-owners, landlords or lessors, unless this has been expressly assigned to us;
 - f) complete preliminary work on the customer's side and work by other trades (e.g. earthworks, foundation, civil engineering and roofing work) in sufficient time for our work to begin as agreed and be carried out without interruption.
- 12.2 If the customer fails to fulfil their obligations to cooperate, or fails to do so in good time, sections 642 and 643 BGB apply; clause 5.5 applies accordingly.

§ 13 Changes, additional services, work on a time basis

- 13.1 In the case of construction contracts, change requests by the customer and the adjustment of remuneration are governed by sections 650b and 650c BGB. In the case of other contracts for work, changes to the services require an agreement; clause 4.3 applies to remuneration.
- 13.2 We carry out work on a time basis only if it has been agreed. We document the hours worked and the material used by means of time sheets, which we submit to the customer for countersignature no later than one week after the work has been carried out. If the customer does not raise objections in text form within two weeks of receiving a time sheet, the time sheet is deemed to have been acknowledged, provided that, when submitting it in text form, we specifically drew the customer's attention to this period and the significance of their silence.

§ 14 Acceptance

- 14.1 The customer is obliged to accept our work upon completion. Acceptance may not be refused on account of insignificant defects (section 640(1) sentence 2 BGB).
- 14.2 Acceptance should take place jointly and be recorded in an acceptance report listing any defects identified and the customer's reservations.
- 14.3 The work is also deemed to have been accepted if, after completion, we have set the customer a reasonable period for acceptance and the customer has not refused acceptance within this period, stating at least one defect (section 640(2) BGB). If the customer is a consumer, this effect occurs only if, together with the request for acceptance, we have informed the customer in text form of the consequences of not declaring acceptance or of refusing acceptance without stating defects.
- 14.4 Completion of our services does not require the grid operator to establish the grid connection, install the meter or energise the system, insofar as these services are not owed by us and any delay is not our responsibility. The declarations and notifications to the grid operator that are incumbent on us as a registered electrical contractor (clause 3.1) form part of our services. Functional tests that are only possible once the grid connection has been established are carried out by us without undue delay thereafter and documented. If defects become apparent in the process that were not previously discernible, it is presumed that they already existed at the time of acceptance.
- 14.5 Trial operation carried out by us before completion, as well as test runs and instruction sessions, do not in themselves constitute acceptance. Implied acceptance by conduct in accordance with the statutory provisions remains unaffected.
- 14.6 If, in the case of a construction contract, the customer refuses acceptance stating defects, the customer must, at our request, cooperate in a joint assessment of the condition of the work (section 650g BGB).

§ 15 Bearing of risk, termination

- 15.1 Until acceptance, we bear the risk in accordance with the statutory provisions (sections 644, 645 BGB). The customer takes the measures that can reasonably be expected of them to protect the materials, equipment and work already performed on the site, which they would also take to protect their own property.
- 15.2 Termination is governed by the statutory provisions, in particular sections 648 and 648a BGB. Notice of termination of a construction contract must be given in written form (section 650h BGB).

Part C – Supply of goods

§ 16 Delivery and passing of risk

- 16.1 Goods, in particular cable support systems, are supplied, as agreed, by collection from our warehouse or by shipment to the delivery address specified by the customer. Part C does not apply to components that we supply and install as part of a work service under clause 11.6.

- 16.2 The risk of accidental loss and accidental deterioration of the goods passes to the customer upon handover. It is equivalent to handover if the customer is in default of acceptance. For business customers, clause 28.1 applies in addition.
- 16.3 We produce cut-to-size items and custom-made products in accordance with the customer's specifications; the customer is responsible for the accuracy of these specifications.
- 16.4 We are not obliged to take back goods that have been properly delivered. Consumers' statutory rights of withdrawal (§ 20) remain unaffected.

§ 17 Transport damage, packaging

- 17.1 The customer should report obvious transport damage to the delivery agent immediately if possible and notify us without undue delay. For consumers, failure to do so has no effect on their statutory claims; for business customers, § 25 applies.
- 17.2 We take back packaging in accordance with the applicable packaging regulations.

Part D – Maintenance and service

§ 18 Maintenance and service

- 18.1 The scope, intervals, term and remuneration of maintenance services are set out in the respective maintenance contract or offer.
- 18.2 Maintenance comprises the agreed inspection, testing and maintenance work. Repairs, spare and wear parts and the rectification of faults outside the agreed scope of services are remunerated separately; this does not apply to the remedying of defects for which we are liable under another contract, in particular the installation or supply contract. We inform the customer of necessary repairs before carrying them out and carry them out once commissioned by the customer. We may take urgent measures to avert an immediate danger to persons or property without prior commissioning if the customer cannot be reached in time; they are remunerated at the agreed rates or, failing that, at the customary rates, unless they relate to a defect in our performance.
- 18.3 The customer grants access to the system on the agreed dates and provides the information required for maintenance, such as operating and fault messages. If an agreed appointment cannot be kept for reasons for which the customer is responsible, we may claim reimbursement of the expenses incurred by us as a result.
- 18.4 Maintenance does not affect the customer's obligations as operator of the system, in particular with regard to visual inspections, attention to fault messages and periodic inspections, unless these have been expressly assigned to us.
- 18.5 For maintenance contracts with consumers, clause 22.3 applies in addition.

Part E – Special provisions for consumers

§ 19 Application

- 19.1 The provisions of this Part apply only to contracts with consumers. They take precedence over the other provisions of these GTC.
- 19.2 Mandatory statutory provisions for the protection of consumers remain unaffected in all cases.

§ 20 Right of withdrawal

- 20.1 In the case of off-premises contracts and distance contracts, consumers have a statutory right of withdrawal (section 312g BGB). The instructions on withdrawal in clause 20.4 provide information on the conditions, time limits and procedure for exercising it; the model withdrawal form is contained in clause 20.5. We provide these GTC to the consumer before they make their contractual declaration – in the case of off-

premises contracts on paper or, if the consumer agrees, on another durable medium, and in the case of distance contracts on a durable medium (e.g. by email). In the offer, we state whether the contract falls under letter a or letter b of clause 20.4; if we supply goods under the contract, it is always letter b. If, under statutory law, the withdrawal period for a contract under letter b were to be calculated from the conclusion of the contract, for example because the contract is to be classified as a contract for work relating to a service, we grant the consumer the right of withdrawal with the later start of the period specified in letter b; the statutory provisions apply accordingly to this right of withdrawal.

- 20.2 Under section 312g(2) BGB, there is no right of withdrawal, inter alia, for contracts for the supply of goods which are not prefabricated and for whose production an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer, or for contracts in which the consumer has expressly requested us to visit them to carry out urgent repairs or maintenance. In the latter case, however, the right of withdrawal exists for additional services provided during the visit which the consumer did not expressly request and for goods supplied during the visit which are not strictly required as spare parts for the repair or maintenance. We do not rely on the first-mentioned exclusion in the case of contracts for the installation of a system under clause 11.6.
- 20.3 We begin performing work services and services (e.g. planning, assembly, installation, commissioning) before the withdrawal period expires only if the consumer expressly requests this; in the case of off-premises contracts, the consumer must submit the request on a durable medium (e.g. paper or email). If the consumer withdraws after making such a request, they owe us a reasonable amount for the services provided up to the withdrawal (section 357a(2) BGB). In the case of contracts under letter a of clause 20.4, the right of withdrawal expires upon complete performance of the service if, before execution begins, the consumer has made the request under sentence 1 and has additionally confirmed that they are aware that their right of withdrawal expires upon complete performance of the contract by us; if the consumer has expressly requested us to visit them to carry out repair work, the request under sentence 1 is sufficient for this purpose (section 356(5) nos. 2 and 3 BGB). The request and the confirmation are voluntary. The consumer makes them by means of a separate declaration of their own, for example by ticking a box and signing the order form; the incorporation or signing of these GTC does not replace them. If the consumer does not make the request, we begin execution only after the withdrawal period has expired; agreed execution dates are postponed accordingly.
- 20.4 The following instructions on withdrawal apply to contracts under which consumers have a right of withdrawal under clause 20.1:

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days

- a) in the case of contracts under which we do not supply you with any goods (e.g. testing, measurement, programming, consultancy, maintenance or repair, in each case without the supply of parts), from the day of the conclusion of the contract;
- b) in the case of contracts under which we supply you with goods – even if we install the goods or use them to construct a system, such as a photovoltaic, battery storage, EV charging infrastructure or building automation system (clause 11.6) – from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. If goods are delivered in multiple lots or pieces, the day on which you or such third party acquires physical possession of the last lot or piece is decisive.

The letter that applies to your contract is also stated in the offer.

To exercise the right of withdrawal, you must inform us (EKRAFT GmbH, Raiffeisenstraße 4, 87773 Pleß, Germany, telephone: +49 8335 34297-0, email: kontakt@ekraft.energy) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an email). You may use the model withdrawal form in clause 20.5, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In the case of contracts under letter b, the following also applies: We will collect the goods. We will bear the cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

If you requested to begin the performance of services – including work services such as planning, assembly, installation and commissioning – during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the services provided for in the contract.

End of instructions on withdrawal

20.5 Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To EKRAFT GmbH, Raiffeisenstraße 4, 87773 Pleß, Germany, email: kontakt@ekraft.energy:

I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

Ordered on (*)/received on (*): _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

(*) Delete as appropriate.

§ 21 Consumer construction contracts

- 21.1 We do not enter into contracts with consumers for the construction of a new building or for substantial reconstruction measures on an existing building (consumer construction contracts, section 650i(1) BGB). If, exceptionally, a contract is nevertheless to be classified as a consumer construction contract, sections 650i to 650n BGB, including the right of withdrawal under section 650l BGB, apply in addition.

§ 22 Rights in respect of defects, customer duties, contract terms

- 22.1 In relation to consumers, the statutory rights in respect of defects and limitation periods apply. Accordingly, the limitation period for claims for defects is, in particular, 24 months from delivery of the goods or from acceptance of the work, and five years for buildings, for works whose result consists in the provision of planning or supervision services for a building, and for items that have been used for a building in accordance with their customary manner of use and have caused its defectiveness. For work services whose result consists neither in the production, maintenance or modification of an item nor in the provision of planning or supervision services for this purpose (e.g. pure consultancy services), the standard limitation

period applies. The statutory provisions on suspension, suspension of expiry and recommencement of the limitation period as well as, in the case of the purchase of goods, the special provisions of section 475e BGB remain unaffected; under these, in particular, the limitation period is extended once by twelve months in the event of cure by way of repair. For goods with digital elements, the statutory update obligations apply (sections 475b et seq. BGB).

- 22.2 Duties of notification and communication set out in these GTC do not affect the consumer's statutory rights.
- 22.3 Contracts for the regular provision of maintenance or other work services and services have an initial term of no more than two years in relation to consumers. The notice period for termination at the end of the initial term is no more than one month. If such a contract is extended tacitly, it applies for an indefinite period and may be terminated by the consumer at any time with a notice period of no more than one month.
- 22.4 In the case of contracts under which we supply goods to consumers – including with assembly or installation or as part of a work service under clause 11.6 – we inform consumers, before they make their contractual declaration, of the legal guarantee of conformity by means of the harmonised notice under Annex I of Implementing Regulation (EU) 2025/1960 reproduced below. In the case of work services, the rights in respect of defects are governed by the law on contracts for work; details are set out in § 7 and clause 22.1. If a manufacturer offers a commercial guarantee of durability of more than two years for the entire goods at no additional cost and makes this information available to us, we additionally refer to the guarantee in the offer by means of the harmonised label under Annex II of that Regulation.



GESETZLICHE GEWÄHRLEISTUNG

Mindestens zwei Jahre gesetzliche Gewährleistung der Vertragsmäßigkeit für Waren, die in der Europäischen Union verkauft werden.

Verbraucherinnen und Verbraucher können ihre Rechte im Rahmen des gesetzlichen Gewährleistungsrechts geltend machen, z. B. wenn die Waren

- ✓ nicht der Beschreibung entsprechen,
- ✓ nicht bestimmungsgemäß funktionieren.

Verkäufer haften für jede Vertragswidrigkeit, die zum Zeitpunkt der Lieferung der Waren bestand und innerhalb des Zeitraums der gesetzlichen Gewährleistung erkennbar wird. Verkäufer müssen in solchen Fällen Folgendes anbieten:

- ✓ **kostenlose Nachbesserung** oder **kostenlose Ersatzlieferung**,
- ✓ in bestimmten Fällen eine **Preisminderung** oder eine **vollständige Erstattung des Kaufpreises**.

In einigen Ländern gilt ein längerer Zeitraum für die gesetzliche Gewährleistung. Für gebrauchte Waren kann ein kürzerer Zeitraum gelten, jedoch nicht weniger als ein Jahr.

Für weitere Informationen zu Ihren Rechten in einem bestimmten Land scannen Sie den nachstehenden QR-Code oder fragen Sie den Verkäufer.



europa.eu/youreurope/garantien

Was ist zu tun, wenn Sie vertragswidrige Waren erhalten?

- 1 Melden Sie dem Verkäufer das Problem so bald wie möglich.
- 2 Legen Sie einen Kaufnachweis vor, z. B. die Quittung, Rechnung oder einen Kontoauszug.

GARAN ✓

Verkäufer und Hersteller können auch gewerbliche Garantien gewähren, die unabhängig von der gesetzlichen Gewährleistung gelten. Diese GARAN-Kennzeichnung zeigt beispielsweise, dass der Hersteller eine **gewerbliche Haltbarkeitsgarantie** ohne zusätzliche Kosten gewährt, die die gesamte Ware abdeckt.

§ 23 Consumer dispute resolution

- 23.1 We are neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board (section 36 of the German Consumer Dispute Resolution Act (VSBG)).

Part F – Special provisions for business customers

§ 24 Application, ongoing business relationship

- 24.1 The provisions of this Part apply only in relation to business customers, legal entities under public law and special funds under public law.
- 24.2 Once these GTC have been incorporated into a contract, they also apply, in the version last communicated to the customer, to future contracts of the same kind with the customer, without our having to refer to them again in each individual case.

§ 25 Duty to inspect and give notice of defects

- 25.1 In the case of purchase contracts and contracts for the supply of movable items to be manufactured, claims for defects by a customer who is a merchant (Kaufmann) presuppose that the customer has duly complied with their duties to inspect and give notice of defects under section 377 of the German Commercial Code (HGB).
- 25.2 Transport damage and obvious quantity discrepancies must be notified to us in text form without undue delay, and no later than five working days after delivery. If timely notification is not given, claims for defects relating to such damage and discrepancies are excluded unless we have fraudulently concealed the defect; clause 8.1 remains unaffected.

§ 26 Claims for defects, limitation, retention

- 26.1 In the case of purchase contracts, cure is effected, at our option, by remedying the defect or delivering an item free from defects. Our right to refuse cure under the statutory conditions remains unaffected.
- 26.2 Claims for material defects and defects of title become time-barred 24 months after the statutory commencement of the limitation period. This does not apply:
- a) to claims for defects in a building, in an item that has been used for a building in accordance with its customary manner of use and has caused its defectiveness, or in a work whose result consists in the provision of planning or supervision services for this purpose (section 438(1) no. 2, section 634a(1) no. 2 BGB), or to claims under section 438(1) no. 1 BGB;
 - b) to recourse claims in the supply chain (sections 445a, 445b, 478 BGB);
 - c) to claims for damages in the cases of clause 8.1;
 - d) in the event of fraudulent concealment of a defect or where a guarantee has been given.
- In these cases, the statutory limitation periods apply. The statutory provisions on suspension of expiry, suspension and recommencement of the limitation period remain unaffected.
- 26.3 We do not bear additional costs of cure arising from the subject matter of delivery having subsequently been taken to a place other than the agreed place of delivery or performance, unless this corresponds to its intended use.
- 26.4 Self-contained parts of the work must be accepted separately at our request, insofar as this is reasonable for the customer.
- 26.5 The customer may assert a right of retention only insofar as it is based on the same contractual relationship.

§ 27 Extended and prolonged retention of title

- 27.1 The retained goods remain our property until all claims arising from the business relationship with the customer, including claims arising in future, have been settled.

- 27.2 Any processing or transformation of the retained goods by the customer is carried out for us as manufacturer, without any obligation on our part. If the retained goods are processed, combined or mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the invoice value of the retained goods to the value of the other items at the time of processing, combination or mixing. If the customer acquires sole ownership, the customer hereby transfers co-ownership to us in this ratio and holds the item in safe custody for us free of charge.
- 27.3 The customer is entitled to resell or install the retained goods in the ordinary course of business. The customer hereby assigns to us the resulting claims against their purchasers or clients, including any claims to the grant of a protective mortgage, in the amount of the invoice value of the retained goods together with all ancillary rights; we accept the assignment. If the retained goods are co-owned by us, the assignment is limited to the amount corresponding to our co-ownership share. The customer is not entitled to make other dispositions, in particular pledging or transfer by way of security.
- 27.4 The customer remains authorised to collect the assigned claims as long as they meet their payment obligations towards us, do not fall into default in payment and no application has been filed for the opening of insolvency proceedings against their assets. Otherwise, we may demand that the customer disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and notify the debtors of the assignment.
- 27.5 If the realisable value of the securities to which we are entitled exceeds our claims by more than 10%, we release securities of our choice at the customer's request.

§ 28 Passing of risk on shipment, securities, sanctions

- 28.1 If the goods are shipped, the risk passes to the customer upon their handover to the forwarding agent, carrier or other person designated to carry out the shipment, even if we bear the shipping costs. Clause 15.1 applies to components that we supply as part of a work service.
- 28.2 Clause 4.7 applies to securities under sections 650e and 650f BGB.
- 28.3 If, after the contract has been concluded, provisions of national, European or international foreign trade, export control or sanctions law, in particular embargoes, sanctions against persons, companies or goods, or the absence of official authorisations, prevent performance of the contract, we are released from our performance obligations for the duration and to the extent of this obstacle; clauses 5.3 and 5.4 apply accordingly. At our request, the customer provides us with the information required for the review, in particular on end use, end user and destination. The customer has no claims for damages on account of such an obstacle insofar as we are not responsible for it.

Part G – Final provisions

§ 29 Applicable law, place of performance, place of jurisdiction

- 29.1 The law of the Federal Republic of Germany applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In relation to consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the state in which the consumer has their habitual residence.
- 29.2 The place of performance for works and construction services is the place where the services are rendered. Otherwise, the place of performance in relation to business customers is our place of business in Pleß.
- 29.3 If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is the court having subject-matter and local jurisdiction for our place of business in 87773 Pleß, Germany. We are also entitled to bring an action at the customer's general place of jurisdiction. Statutory exclusive places of jurisdiction remain unaffected. In relation to consumers, the statutory places of jurisdiction apply.

§ 30 Form of declarations

- 30.1 Where these GTC provide for text form, any legible declaration on a durable medium, in particular a letter or email, is sufficient. Statutory form requirements, such as written form for the termination of a construction contract (section 650h BGB), remain unaffected.

§ 31 Partial invalidity

- 31.1 If individual provisions of these GTC are or become invalid in whole or in part or do not form part of the contract, the remainder of the contract remains valid. The invalid or non-incorporated provisions are replaced by the statutory provisions (section 306 BGB).