



PVTSOLAR

3-fache Solarenergie · triple rendement solaire · triple solar power

General Terms and Conditions (GTC)

PVT Solar AG,

Valid from 01.01.2025 until revoked

1. GENERAL

- 1.1 These T&Cs govern the conclusion, content and execution of contracts for sales, works, services and similar services, as well as related services between PVT Solar AG and its contractual partners (hereinafter referred to as Customer/s). General terms and conditions of purchase and business of the CUSTOMER are excluded. Their validity requires the written consent of PVT Solar AG. The GTC in their respective version (date of purchase) also apply to future legal transactions with the same CUSTOMER, without having to refer to them again in each individual case.

1.2 Definitions

"OFFER" (=OFFER) is the (non-binding) list of the PRODUCTS and services as well as the contractual conditions by PVT Solar AG.

"ORDER" means a contractual offer by the CUSTOMER based on the OFFER or the OFFER. It is binding for the CUSTOMER.

"ORDER CONFIRMATION" means the acceptance of the ORDER by PVT Solar AG.

"CONTRACT" means ORDER and ORDER CONFIRMATION, including the documents referred to therein, and other agreements between PVT Solar AG and the CUSTOMER.

"PRODUCT" means the PV MODULES, PVT COLLECTORS and SYSTEM COMPONENTS specified in the CONTRACT.

"SUBJECT MATTER" means the Products and related documentation and services to be delivered or provided in accordance with the Agreement.

"SERVICES" are services for which the CUSTOMER can commission PVT Solar AG to plan or execute its projects, to maintain or analyze a PV or PVT system in addition to the PRODUCTS (e.g. ENGINEERING, specialist construction management or project management).

"TRAINING" means training-related support of the CUSTOMER by or on behalf of PVT Solar AG.

"SALES PARTNER" means a CUSTOMER who resells the PRODUCTS of PVT Solar AG to his CUSTOMERS.

"COOPERATION AGREEMENT SALES PARTNER" regulates the cooperation between the sales partners and PVT Solar AG with regard to the sales volume discount of products and services.

"PV MODULE" is a photovoltaic module that generates exclusively electric power.

"HYBRID COLLECTOR" (= PVT COLLECTOR) is a module that generates both, electric power as well as thermal energy.

"B-QUALITY MODULE" is a PV MODULE with optical defects that fulfils both the electrical and safety-relevant functions.

«B-QUALITY COLLECTOR» is a PVT COLLECTOR with optical defects, which fulfils thermal and electrical functions as well as safety-relevant functions.

"DUMMY MODULE" is a PV MODULE that differs in shape and dimensions from the STANDARD MODULE. It has cells that do not generate electricity from sunlight.

"SUPPLEMENTARY MODULE" is a panel with a similar color appearance to a STANDARD MODULE made of a composite material without power generation.

"SPECIAL MODULE" is a solar module that generates direct current by sunlight, but is not a series product. Modules from pre-series are also considered SPECIAL MODULES.

"STANDARD MODULE" is a solar module that is generated by sunlight and is produced as a series product.

"MODUL" is the generic term for all module variants.

"SYSTEM COMPONENTS" are the components and aids required for the attachment and connection of the modules.

«SERIAL NUMBER» is the sequential numbering and identification of a specific module or collector, which is usually laminated on the front together with the BAR code.

"LABEL" is the nameplate of the PV or PVT COLLECTOR, which is usually affixed to the back of the PV or PVT MODULE and contains the performance and test data according to STC.

"STC" (=Standard Test Conditions) is the quality test used in the factory and does not correspond to the effective module performance.

"FLASH-TEST" is the quality test in accordance with STC (Standard Test Condition) that is logged and assigned to a serial number.

"NMOT" (= Nominal Module Operating Temperature) is the realistic power specification according to NMOT with corresponding solar radiation in W/m² and 20° cell temperature.

«PRODUCT DATA SHEET», «ASSEMBLY INSTRUCTIONS» and TECHNICAL DOCUMENTATION» are documents that are binding on the CUSTOMER and regulate the design, conditions of use and mounting of the PRODUCTS. The documents provided on the homepage in the download area apply.

2. OFFER AND CONCLUSION OF CONTRACT

- 2.1 The OFFER is non-binding without specifying a period of validity. Brochures, leaflets and price lists are non-binding.
In the context of cost estimates, all our prices are non-binding cost estimates, excluding VAT, unless this is stated accordingly in a written cost estimate.
- 2.2 The ORDER by the CUSTOMER is binding. Unless otherwise stated in the ORDER, PVT Solar AG is entitled to accept the ORDER within seven (7) days of receipt. Acceptance (e.g. ORDER CONFIRMATION or INVOICE) must be in written or machine-readable form in order to be valid.
- 2.3 If the Client's order differs from the Offer or Order Confirmation, the Order Confirmation shall be valid, unless the Client objects immediately upon receipt. In all other respects, the various contractual documents shall apply in the following order:
 - a. SALES PARTNER COOPERATION AGREEMENT
 - b. CONFIRMATION OF ORDER
 - c. ORDER or other agreements without any annexes and documents deemed to form part of this Agreement;
 - d. Annexes and documents forming part of these agreements;
 - e. these T&Cs.
- 2.4 Agreements deviating from or supplementing these T&Cs require written or machine-readable form or subsequent written confirmation in order to be valid. Legally relevant declarations by the CUSTOMER to PVT Solar AG (e.g. notices of defects, declaration of withdrawal or exercise of design rights) must be made in writing in order to be effective.
- 2.5 Settlements or out-of-court settlements on claims for damages or similar compensation must be in writing and signed by the authorized signatories of PVT Solar AG in order to be valid.

3. DELIVERY AND TRANSFER OF RISK

- 3.1 Delivery is made to FCA (in accordance with Incoterms 2023). At the request and expense of the CUSTOMER, the PRODUCTS will be shipped to another destination (INCOTERM DAP shipment purchase). Unless otherwise agreed, PVT Solar AG is entitled to determine the type of shipment (in particular transport company, shipping route, packaging) and insurance. The CUSTOMER must inform PVT Solar AG of any requests regarding shipping and insurance at the latest with the ORDER.
- 3.2 The transfer of risk is regulated in accordance with INCOTERM 2023.
- 3.3 If an acceptance date has been agreed for works, this is decisive for the transfer of risk. In all other respects, the statutory provisions apply to the handover of the work. The default of the CUSTOMER shall be deemed to be delivery or acceptance.

4. REGULATIONS IN THE COUNTRY OF DESTINATION

- 4.1 The CUSTOMER shall inform PVT Solar AG at the latest with the ORDER of regulations relating to the execution of the deliveries and services, the installation and operation of the PV MODULES and PVT collectors, as well as to the prevention of illness and accidents in the country of destination.
- 4.2 In the absence of such notices, PVT Solar AG may assume that the Products and Services ordered by the Customer comply with the regulations of the country of destination. PVT Solar AG is not liable for damages that can be traced back to the omission of such a notice. PVT Solar AG reserves the right to charge the customer for any additional costs incurred as a result of the omission of a notice.

5. PRICES AND PAYMENT

- 5.1 PRICES are always EXW, excluding VAT and excluding packaging and transport costs, unless expressly stated.
- 5.2 The prices for the SUBJECT MATTER shall be as stated in the CONTRACT. For work carried out on a temporary basis, the price is determined on the basis of the hourly rates specified in the CONTRACT. If no hourly rates have been agreed, the hourly rate charged by PVT Solar AG for other customers and comparable work shall apply. All prices are exclusive of VAT.
- 5.3 The deliveries of the PRODUCTS and the provision of the SERVICES shall be made against invoice. The entire invoice amount (100%) is due before delivery, unless otherwise agreed.
- 5.4 When ordering, a DEPOSIT (advance payment) of 30% of the invoice amount is due. The remaining payment (70% of the contract amount) is due before delivery, unless delivery on credit has been expressly agreed.
- 5.5 All payments are to be made without deductions in the currency specified in the CONTRACT. The CUSTOMER is only entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed.
- 5.6 The agreed DELIVERY PERIODS begin to run from the receipt of the DEPOSIT. If the delivery deadlines are delayed by more than 1 month when delivery is ready for delivery, PVT Solar AG reserves the right to charge storage fees or make price adjustments.
- 5.7 In the event of a default of payment by the CUSTOMER, PVT Solar AG is entitled, after written notification of the CUSTOMER, to suspend the contractual services until the outstanding amount has been paid in full, as well as to charge reminder fees and interest on arrears.
- 5.8 The deposit payment (deposit) is considered a performance guarantee. In the event of non-fulfillment of the total volume, the deposit payment will be refunded to the CUSTOMER as a percentage for the fulfilled part, the rest of the deposit payment will be forfeited in favor of PVT Solar AG.

6. INTELLECTUAL PROPERTY

- 6.1 The CUSTOMER shall provide the technical documentation (e.g. current drawings, descriptions, diagrams, instructions) required for the fulfilment of the SUBJECT MATTER of the Contract. PVT Solar AG is entitled to use this documentation within the scope of the purpose of the contract.
- 6.2 The intellectual property rights (copyrights, patent rights, etc.) arising during the performance of the contract, in particular to the works, concepts and documentation created by PVT Solar AG in written or machine-readable form, belong to PVT Solar AG. The contractual partner has the non-transferable and non-exclusive right to use these intellectual property rights within the scope of the purpose of the contract.
- 6.3 Pre-existing intellectual property rights (copyrights, patent rights, etc.) remain with PVT Solar AG or third parties. The contractual partner receives a non-exclusive and non-transferable right of use to pre-existing intellectual property rights within the scope of the purpose of the contract.

7. SERVICES

- 7.1 PVT Solar AG undertakes to exercise reasonable care and expertise in the provision of SERVICES in connection with the sale and delivery of the PRODUCTS.
- 7.2 PVT Solar AG assumes no liability with regard to the accuracy of the content conveyed orally or in writing in connection with the provision of SERVICES. In all other respects, Clause 8.2 on LIABILITY applies.
- 7.3 The CUSTOMER undertakes to keep in a safe condition the construction sites and places that PVT Solar AG employees must enter in order to perform the SERVICE, to comply with all applicable laws, regulations and regulations regarding occupational safety and health protection and the applicable operating instructions, as well as to provide the relevant information to PVT Solar AG employees if necessary. The CUSTOMER must also ensure that its employees have been trained in advance regarding roof safety.
- 7.4 If the CUSTOMER does not comply with these obligations, PVT Solar AG is entitled to suspend the provision of services and to charge surcharges for lost working time of the employees of PVT Solar AG. The decision is solely up to PVT Solar AG. The suspension of the provision of services does not constitute a delay or breach of contract. All associated costs are at the expense of the CUSTOMER.
- 7.5 PVT Solar AG and the CUSTOMER acknowledge that the CONTRACT and its performance are in no way suitable to establish a corporate, partnership, employment or agency relationship between PVT Solar AG and the CUSTOMER.

8. WARRANTY, LIABILITY AND WITHDRAWAL OF PURCHASE AND WORK CONTRACTS

8.1 WARRANTY

- a. Duty to inspect and give notice of defects
The CUSTOMER is obliged to inspect the PRODUCTS and complain about defects within ten working days of delivery. If a defect is later revealed during the inspection or for hidden defects, the CUSTOMER is obliged to notify PVT Solar AG in writing within ten working days of discovery of the defect. Regardless of this obligation to inspect and complain, the CUSTOMER must report obvious defects as well as incorrect and under-deliveries in writing within ten working days of delivery.
- b. Place of execution of the warranty work
PVT Solar AG reserves the right to request the CUSTOMER to return the PRODUCTS in whole or in part to the production or storage site of PVT Solar AG (by arrangement) at his own expense in order to be able to carry out the warranty work professionally. Exchanged PRODUCTS become the property of PVT Solar AG.
- c. Warranty claims
In the event of a defect, PVT Solar AG has the right to choose whether to carry out a repair or replace the defective PRODUCTS (against return of the defective products) to the customer. In this case, PVT Solar AG reserves the right to supply the customer with comparable (instead of identical) products instead of the defective products, whereby in the case of PV MODULES and PVT COLLECTORS, their MINIMUM POWER must at least correspond to the products complained of. The right to conversion or reduction is stipulated away.

8.2 LIABILITY

PVT Solar AG's liability towards the CUSTOMER, regardless of the legal grounds, is excluded to the extent permitted by law.

Without limiting the above limitation of liability, the liability of PVT Solar AG is excluded in particular for indirect, indirect or consequential damages. These are lost profits, compensation for use, loss of production, damage repair costs beyond the replacement of the PRODUCT, damage to the company's image, liability damages, legal prosecution damages, damage to other goods, etc.

Without limiting the foregoing limitation of liability, PVT Solar AG's liability shall be limited in particular to the total price of the PRODUCT or SERVICE for the respective ORDER.

Without limiting the above limitation of liability, PVT Solar AG's liability for PRODUCTS is excluded in particular for damages attributable to reasons for which PVT Solar AG is not responsible, e.g.

normal wear and tear, improper maintenance, failure to follow assembly instructions, erosion, corrosion or cavitation as well as loss, damage or delay due to force majeure such as in particular war, riot, fire, flood, epidemic, strike or work stoppage, government action as well as actions of the CUSTOMER or his customer, delays in transportation, as well as the inability to obtain necessary labour or materials from usual sources.

Without limiting the above limitation of liability, any liability of PVT Solar AG in connection with the delivery and use of MODULES that do not fall under the Low Voltage Directive for use (e.g. exhibition modules, etc.) by the CUSTOMER is then excluded, subject to the following provisions on the PRODUCT, PERFORMANCE and WEATHER WARRANTY (Clause 9).

8.3 RESIGNATION

In the event of a service disruption for a reason not attributable to PVT Solar AG, the delivery date or completion time will be extended by the duration of this disruption. If the disruption lasts longer than ten (10) weeks, both PVT Solar AG and the CUSTOMER are entitled to withdraw from the CONTRACT in writing to the other party with a notice period of seven (7) calendar days.

PVT Solar AG is entitled to compensation for the additional costs caused by the disruption or, in the event of termination, for the work and underdeliveries performed up to the time of termination, which cannot be reversed free of charge. PVT Solar AG excludes a right of withdrawal for reasons other than those mentioned above, unless confirmed in writing by PVT Solar AG in a separate document.

8.4 RETURN

A right of withdrawal is excluded. Surplus or incorrectly ordered goods will not be taken back. Should PVT Solar AG agree to the return of undamaged and originally packaged material in individual cases, a maximum of 80% of the contract price will be credited as a material credit for future deliveries, deducting the return costs.

9. PRODUCT, PERFORMANCE GUARANTEE

9.1 The term of the PRODUCT WARRANTY begins with the delivery of the PRODUCTS to the agreed location. The term of the PERFORMANCE and WEATHER GUARANTEE for PV MODULES and PVT COLLECTORS begins at the latest with the delivery of the PV MODULES and PVT COLLECTORS or from the agreed date of provision for the customer. Unless otherwise agreed, commercial products are covered by the manufacturer's warranty from the date of manufacture.

9.2 SCOPE OF PRODUCT WARRANTY

- a. In accordance with the following provisions, PVT Solar AG guarantees that the PRODUCTS supplied by it are free from material and manufacturing defects. B-QUALITY MODULES are excluded, as they may have optical defects.
- b. "INSIGNIFICANT DEFECTS" are defects that do not impair the functionality and electrical safety of a PRODUCT when used properly, e.g. Discolouration of the cell, colour fastness and colour uniformity in modules with additional colouring, yellowing and low delamination of the PV MODULE. Cell breakage without falling below the performance guaranteed in accordance with Clause 9.3 is not considered a material and manufacturing defect and is excluded from the product warranty. The steaming up of PVT COLLECTORS is also considered an insignificant defect as long as it does not significantly impair performance.
- c. All PVT Solar AG PRODUCTS are covered by the statutory manufacturer's warranty of 2 years. If a Product fails to conform to this warranty during a period of two (2) years, PVT Solar AG will, at its option, either repair the PRODUCT or replace it with an identical or comparable PRODUCT (see Section 8).
- d. For certain PRODUCTS from the PV MODULES or HYBRID COLLECTORS category, the extended warranty periods shown on the data sheet apply.
- e. If PV MODULES or HYBRID COLLECTORS do not comply with this warranty during this period, PVT Solar AG will, at its own discretion, either repair the PRODUCT or replace it with an identical or comparable PRODUCT (see Section 8). Second-hand PRODUCTS tested by PVT Solar AG can also be used as replacements.
- f. If PV MODULES or PRODUCTS of other manufacturers sold by PVT Solar AG as merchandise have defects, the manufacturer's warranty conditions apply. PVT Solar AG shall not be jointly and severally liable.
- g. The replacement or additional supply of PRODUCTS shall not renew or extend the warranty or the period of such PRODUCT WARRANTY.

- h. All costs and expenses incurred by the customer, such as installation and removal costs as well as third-party costs and all other damages such as loss of income or purchase of energy, are excluded from liability.

9.3 SCOPE OF PERFORMANCE GUARANTEE

- a. PVT Solar AG may provide the PERFORMANCE GUARANTEE for the PV MODULES and HYBRID COLLECTORS it produces, as shown on the corresponding data sheet.
- b. If, within the specified periods of time, the electrical output of the PV MODULE falls below the stated, decisive minimum value and the power loss is due to signs of aging of glass, cell or embedding material according to an investigation by PVT Solar AG with measuring devices from PVT Solar AG under standard industry test conditions (degradation), PVT Solar AG will compensate for the missing module output at its own discretion either by supplying additional STANDARD MODULES or by replacement with a comparable (non-identical) module, whereby the replacement is limited to the total nominal power of the PV MODULES supplied by PVT Solar AG for the solar system in question. Drops in performance due to other causes (e.g. defective product, damage or soiling, etc.) are excluded from the PERFORMANCE GUARANTEE. In all other respects, Section 8 shall apply.
- c. The replacement or additional supply of PV MODULES does not have the effect of renewing or extending the WARRANTY or the PERFORMANCE GUARANTEE.

9.4 EXCLUSION OF PRODUCT and PERFORMANCE WARRANTY

- a. The PRODUCT and PERFORMANCE WARRANTY is excluded (i.e. the corresponding warranty is voided) in the following cases:
 - I) the PRODUCT DATA SHEET, INSTALLATION INSTRUCTIONS and TECHNICAL DOCUMENTATION and/or maintenance instructions of PVT Solar AG have not been followed. Modifications have been made or parts have been replaced that do not meet the original specifications;
 - II) missing rear ventilation of the solar modules or not in accordance with the INSTALLATION INSTRUCTIONS;
 - III) improper use, storage and handling of the PV MODULES;
 - IV) Cleaning of the modules was carried out with detergents not expressly approved for PV MODULES and HYBRID COLLECTORS
 - V) Operation under unsuitable environmental conditions (such as shading or partial shading) or unsuitable methods, deviating from the product specification, installation instructions or technical documentation;
 - VI) Use of devices for the reverse current of PV MODULES (for melting snow or for other applications)
 - VII) External, extreme influences such as direct smoke, salt, chemical substances or other pollution;
 - VIII) other improper use, e.g. for a purpose other than that for which it was intended, or which does not comply with the applicable technical or safety regulations;
 - IX) Damage to property, destruction by external influences, overloading;
 - X) Influence of forces of nature, force majeure and other unforeseeable circumstances beyond the control of PVT Solar AG, such as earthquakes, hurricanes, lightning, hail, floods, or regionally unforeseeable amounts of snow.
- b. The warranties only apply to the initial installation of the products. If products that have already been installed are dismantled and reinstalled in a new system, all warranties expire.
- c. The limitations of liability in accordance with Clause 8 shall apply without restriction to the PRODUCT, PERFORMANCE and WEATHER GUARANTEE.
- d. Guarantees are only binding if they are expressly made in writing by the management of PVT Solar AG.

9.5 USE OF THE PRODUCT and PERFORMANCE WARRANTY

- a. Warranty claims must be made within the applicable warranty period.
- b. A defect must be reported to PVT Solar AG within 10 days of the defect being discovered. In any case, the warranty claim must be made in writing to PVT Solar AG (see Section 8.1). The original invoice or order confirmation (stating delivery date, module type, serial number) must be enclosed.

- c. In the event of rebuttal of the claim of the PRODUCT and PERFORMANCE WARRANTY by PVT Solar AG, PVT Solar AG shall be compensated by the other party for all costs and expenses incurred by it.
 - d. PVT Solar AG will only accept returns of PRODUCTS approved by PVT Solar AG.
- 9.6 In the event of disputes over warranty claims, an accredited test institute such as the SPF Solar Institute Rapperswil or the SUPSI Institute for Applied Sustainability to the Built Environment in Switzerland will be consulted for the technical assessment. The costs of this assessment shall be borne by the losing party, unless imposed on another party. PVT Solar AG has the right to select and commission the appropriate test institute.

10. OWNERSHIP

- 10.1 The PRODUCTS remain the property of PVT Solar AG until full payment has been made in accordance with the CONTRACT.
- 10.2 The CUSTOMER is obliged to cooperate in measures that are necessary to protect the property of PVT Solar AG; in particular, the CUSTOMER authorizes PVT Solar AG to enter or pre-register the retention of title in public registers, books or the like.
- 10.3 The CUSTOMER is obliged to maintain the delivered systems at his own expense during the period of retention of title and to insure them against theft, breakage, fire, water and other risks for the benefit of PVT Solar AG.
- 10.4 Furthermore, the CUSTOMER must take all measures to ensure that PVT Solar AG's claim to ownership is neither impaired nor cancelled. Until full payment has been made, the CUSTOMER may not resell the OBJECT of the CONTRACT or parts thereof.

11. OTHER

- 11.1 These T&Cs and all legal relationships between PVT Solar AG and the CUSTOMER shall be governed by Swiss law to the exclusion of Swiss conflict of laws (in particular the Federal Act of 18 December 1987 on Private International Law, PILA) and the UN Convention on Contracts for the International Sale of Goods.
- 11.2 The exclusive place of jurisdiction is the registered office of PVT Solar AG.
- 11.3 In the event of a dispute, the parties will use their best efforts to reach an amicable settlement. All disputes shall be resolved in accordance with the provisions of the CONTRACT and related documents.
- 11.4 The transfer of rights or obligations under the CONTRACT requires the written consent of PVT Solar AG.
- 11.5 The failure to exercise any right of PVT Solar AG or the CUSTOMER shall not constitute a waiver of such right.
- 11.6 Should individual provisions of these GTC or the CONTRACT be invalid or incomplete, or should performance become impossible, this shall not affect the validity of the remaining parts of the GTC or the CONTRACT. In this case, PVT Solar AG and the CUSTOMER undertake to immediately replace the invalid provision with a permissible effective provision that comes closest to the original intention in terms of its content.
- 11.7 PVT Solar AG reserves the right to change these T&Cs at any time. The new version of the GTC automatically comes into force upon publication on the website of PVT Solar AG.

12. Validity

These terms and conditions are effective from 1 January 2025 and override all previous versions.