

General terms and conditions for the sale of products to consumers (B2C GTC)

1. Applicability

These General Terms and Conditions apply to all sales of photovoltaic modules, other goods and services (hereinafter referred to as „Product“) by AVANCIS GmbH (hereinafter referred to as „AVANCIS“) to consumers within the meaning of Section 13 of the German Civil Code (BGB) (hereinafter referred to as „BUYER“). For the purposes of these General Terms and Conditions, a consumer is any natural person who enters into a legal transaction for purposes which are predominantly not attributable to his commercial or self-employed professional activity.

2. Conclusions of the contract

(1) Offers from AVANCIS are non-binding and subject to change unless they are expressly designated as binding.

(2) The BUYER's order shall be deemed to be a binding offer of a contract, unless expressly stated otherwise. AVANCIS is entitled to accept this offer of contract within fifteen (15) working days of its receipt by us unless a different deadline is specified for acceptance. Acceptance can be declared either in writing by order confirmation or by delivery of the goods to the BUYER.

3. Prices, terms of payment

(1) The prices are ex works (EXW Incoterms® 2020), unless otherwise agreed in an individual contract.

(2) Invoice amounts shall be paid within seven (7) calendar days without any deduction, unless otherwise agreed in an individual contract.

(3) To the extent the BUYER fails to make a full payment in due time, the outstanding amount shall bear an interest of 8 % per annum above the current base interest rate as regularly published by the German Federal Bank (Bundesbank) until the date payment is fully made. AVANCIS is not obliged to serve a dunning notice, the Seller's right to higher interest and other legal rights resulting from the BUYER's default shall remain unaffected.

4. Delivery

(1) Unless otherwise agreed in an individual contract, we deliver exclusively within Germany.

(2) Deadlines and schedules for deliveries and services promised by AVANCIS shall always only be approximate unless a fixed deadline or a fixed date has been expressly promised or agreed.

5. Retention of title

Products supplied by AVANCIS shall remain the property of AVANCIS until they have been paid in full.

6. Warranty

(1) For the sale of new manufactured products, the warranty period is two years from delivery or, if acceptance is required, from acceptance, unless the law stipulates otherwise, or no deviating warranty period is agreed in writing. The warranty period for the sale of used products is one year, unless otherwise agreed in an individual contract.

(2) The product has the agreed properties quality if it corresponds to the product description, specification or data sheet. Regarding the delivery of photovoltaic modules, AVANCIS is entitled to deliver photovoltaic modules with higher nominal power than agreed upon contract conclusion.

(3) In the event of a defective delivery, AVANCIS shall be entitled, at its discretion, to remedy the defects or deliver defect-free products.

7. Compensation for damages

(1) The return of custom-made products is excluded.

(2) If the BUYER withdraws from the purchase contract or is in default of acceptance or payment, AVANCIS shall be entitled to demand damages of 25 % of the purchase price due to non-fulfilment, unless the BUYER can prove that minor damage or no damage has occurred. AVANCIS is entitled to demand higher damages if AVANCIS has demonstrably incurred a higher loss (including storage, packaging and administration costs, etc.). In the case of custom-made products, the amount of the compensation is 90 % of the purchase price.

(3) The amount of compensation for damages due to delay or impossibility of performance by AVANCIS and the amount of compensation for futile expenses shall be limited to a total of 10 % of the purchase price.

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8. Limitation of liability

(1) AVANCIS shall only be liable in accordance with the statutory provisions if the BUYER asserts claims for damages.

(2) The BUYER is responsible for checking the technical conformity and the necessary certification for the import and use of the products. AVANCIS shall only be liable in accordance with applicable statutory provisions.

(3) AVANCIS shall be liable in particular:

- Without restriction under the German Product Liability Code (Produkthaftungsgesetz);
- In accordance with the statutory provisions for damage to life, limb and health resulting from a culpable breach of duty by AVANCIS, its legal representatives or its vicarious agents;
- In accordance with the statutory provisions for other damages resulting from intentional or grossly negligent breaches of contract by AVANCIS, its legal representatives or its vicarious agents.

4) Other claims for damages on the part of the Buyer, regardless of the legal basis, are excluded.

9. Buyer's right of withdrawal as consumer

Cancellation policy

As a consumer, you have the right to cancel this contract within fourteen (14) days without giving any reason.

The cancellation period is fourteen (14) days from the date of conclusion of the contract.

In order to exercise your right of withdrawal, you must provide us (AVANCIS GmbH, Solarstraße 3, 04860 Torgau, Germany, sales@AVANCIS.de) with a clear declaration (e. g. a letter, fax or e-mail) of your decision to cancel this contract.

You can use the enclosed sample cancellation form for this, but this is not mandatory.

In order to comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we must refund all payments that we have received from you, including delivery costs (with the exception of the additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), without delay and no later than fourteen (14) days from the day on which we receive notification of your withdrawal from this contract. We use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged fees for this refund.

You must return or hand over the goods to us without delay and in all cases no later than fourteen (14) days from the day on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the deadline of fourteen (14) days has expired. You shall bear the direct costs of returning the goods.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount that corresponds to the proportion of the services already provided up to the point in time at which you inform us of the exercise of the right of withdrawal from this contract, in comparison to the total scope of the services provided for in the contract.

Exclusion of the right of withdrawal

The right of withdrawal does not apply to the following contracts:

- Contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the BUYER is decisive or which are clearly tailored to the personal needs of the BUYER.

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Cancellation form

To

AVANCIS GmbH
Solarstraße 3
04860 Torgau, Germany

sales@avancis.de

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/service (*):

Ordered on (*)/received on (*)

Name of consumer(s)

Name of consumer(s)

Signature of consumer(s)
(only for notification on paper)

Date

(*) Delete as appropriate