



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF FRONIUS USA LLC

Applicable since 06/07/2023

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A. GENERAL SECTION

1. APPLICABILITY; DEVIATING PROVISIONS; WRITTEN FORM

1.1 These General Terms and Conditions of Sale and Delivery (“Terms and Conditions”) constitute the exclusive terms governing all offers and quotations provided by us, all purchase orders received by us, all sales and delivery of goods and services sold or provided by us, and all payments owed to us, unless otherwise expressly agreed in written form. The term “goods and services” used herein means any and all

goods and services delivered or provided by us including but not limited to products, hardware, software, industrial systems, automations, application solutions, facilities, installations, items trainings, partial deliverables/services, or ancillary deliverables/services. All references to “us”, “our”, “ourselves”, and “we” refer to Fronius USA LLC and any of our affiliates within the United States.

- 1.2 For contractual relationships with our parent company Fronius International GmbH (Austria) and contractual relationships with other subsidiaries of Fronius International GmbH their own General Terms and Conditions of Delivery and Payment apply in each case. An overview with links to the terms and conditions of the individual Group companies can be found under <https://www.fronius.com/en/overview-terms-and-conditions>.
- 1.3 Our Terms and Conditions apply only to businesses, governmental agencies, subdivisions and instrumentalities, and public corporations purchasing our goods and services (referred to herein as “Customers”). A business is an individual, sole proprietor, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, or any other legal or commercial entity who, when purchasing goods and services, acts in the exercise of their commercial or independent professional activity.
- 1.4 Our written quotation issued to a Customer is an offer to sell. A contract shall be formed and Customer shall be deemed to have accepted the provisions of these Terms and Conditions by any of the following: (a) signing and returning to us a copy of any quotation within the time provided therein; (b) sending us a written acknowledgment or acceptance of the quotation within the time provided therein; (c) placing a purchase order or giving us instructions respecting manufacture, assembly, or delivery of the goods and services (including instructions to build and hold) following receipt of any quotation or these Terms and Conditions; (d) failing to cancel a pending days after receiving these Terms and Conditions; (e) accepting delivery of all or any part of the goods and services; (f) paying for all or any part of the goods and services; or (g) indicating in some other manner Customer’s acceptance of these Terms and Conditions.
- 1.5 These Terms and Conditions, any quotation, acknowledgement, invoice, and all other documents provided, signed, or issued by us in writing, which reference Customer’s purchase order or the sale of goods and services, constitute the “Agreement” between us and Customer. Deviating or additional terms and

conditions of business of the Customer, whether or not contained in any of Customer's business forms or in Customer's website, are only binding on us if we expressly acknowledge them in writing; in this case they shall only apply to the respective individual contract.

- 1.6 Agreements concerning deviations from these Terms and Conditions or concerning amendments or modifications of any kind hereto are not valid unless agreed to by us in writing.
- 1.7 Where in these Terms and Conditions our written acknowledgement, agreement or confirmation is required and unless otherwise stipulated, this requirement may be met by fax or e-mail. However, individually negotiated contracts whose content is formed by these Terms and Conditions must always be agreed to in writing. In the event of a conflict, the terms of any quotation, acknowledgement, invoice or other document provided, signed or issued by us in written form will have priority over these Terms and Conditions.

2. OFFERS; ACCEPTANCE OF ORDERS

- 2.1 Our offers are nonbinding and may be changed or withdrawn by us at any time prior to acceptance by Customer, unless the offer makes express mention of a period where the offer is fixed.
- 2.2 Information we provide concerning our goods and services (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations of the same (e.g. samples, drawings and illustrations) constitute or contain only approximations, and are not deemed to be specially agreed characteristics or features unless expressly included in the Agreement.
- 2.3 Orders and changes to orders are only accepted by us when we have issued a written confirmation or upon the performance of the delivery or performance of services. If the Customer has objections to the content of a confirmation, the Customer must object to it immediately, at latest within three business days; otherwise the content of the confirmation shall be deemed to be accepted.
- 2.4 In the case of blanket purchase orders, we will confirm the aggregate quantity of goods to be delivered within the agreed period. Customer's requests to release goods under a blanket purchase order must specify the quantity to be released and

must be received by us no later than six weeks before the beginning of the respective delivery month.

3. PRICE AND PAYMENT CONDITIONS

- 3.1 Our prices are quoted in United States dollars. Prices are FCA (Incoterms 2020) and do not include any amount for freight, insurance, packaging, fees, customs duties or federal, state or local sales, use, excise, value added, or other taxes related to the sale, delivery or use of goods and services provided by us under these Terms and Conditions, all of which shall be paid by Customer (except for taxes on our net income).
- 3.2 Prices contained in our published price lists, if any, are subject to change without notice. The prices apply to the goods and services stated in the order confirmations. Additional or special services will be charged separately.
- 3.3 Our payment terms are net 30 days from the invoice date in check or by bank transfer, or credit card, without any deduction or set-off of any claim or charge. All amounts not paid by Customer when due shall incur interest at the rate of 1.5% per month, or if less, at the maximum rate allowable by governing law. Customer shall reimburse us for all costs of collection of amounts not paid when due (including reasonable attorneys' fees). We reserve all rights and remedies available to us under law and in equity for default of payment.
- 3.4 We are entitled to offset our claims against the Customer's claims at any time.
- 3.5 For services performed under contracts for time and materials (installation, assembly, repairs, maintenance, and similar services), we charge the hourly rates and material prices applicable at the time the services are completed, plus our applicable surcharges for any overtime and work performed at night, on Sundays and on public holidays. Travel and waiting times are counted as working hours. Travel expenses and daily and overnight allowances shall be invoiced separately. We will provide our standard fee information on request.
- 3.6 We are entitled to send you an electronic invoice (e.g. as a PDF document) via e-mail unless otherwise agreed. At our discretion we may also send a paper invoice.

3.7 Payment Demand and Acceleration. If, at any time, reasonable grounds for insecurity arise with respect to Customer's performance of its payment or other obligations hereunder, we may demand immediate payment in full or a documentary or stand-by letter of credit issued or confirmed by a U.S. bank acceptable to us or other financial security or other assurance for such payment or other performance.

4. DELIVERY; TRANSFER OF RISK; DELAY IN DELIVERY; DELAY IN ACCEPTANCE

4.1 We deliver FCA (Incoterms 2020). Customer will pay all handling and other charges incidental to transportation.

4.2 Risk of loss of the goods shall pass to Customer when we or our supplier (if the goods are shipped directly from our supplier to Customer) tenders the goods for placement in the possession of a carrier nominated by Customer. Even if we undertake to ship at our own expense in individual cases, shipment shall always be at the Customer's risk of loss. We will only arrange transport or insurance on behalf of and for the account of the Customer. If shipping or delivery is delayed for reasons beyond our control, the risk of loss shall pass to the Customer as soon as the Customer has been notified that the goods are ready for delivery. Notwithstanding the transfer of the risk of loss, title to the goods shall remain with us until Customer pays for the goods in full and fully performs all other obligations related to delivery and installation of the goods.

4.3 Shipping dates are approximate and will be computed from the date of receipt or scheduling of Customer's purchase order and/or delivery releases and subject to our then current manufacturing capacity and of our suppliers. The delivery period commences with the order confirmation, while the performance period for installation, maintenance or repair work commences when the equipment is available for performance.

4.4 The observance of shipment dates and delivery deadlines is always on condition that all commercial and technical issues between the parties have been clarified and that the Customer has met all its cooperation and performance obligations, including payment of an agreed down-payment. Otherwise, dates and deadlines shall be extended accordingly.

- 4.5 We are entitled to make partial deliveries, unless otherwise agreed, if the Customer does not incur any significant additional effort or costs as a result (unless we agree to bear these costs).
- 4.6 Without limiting any other remedies, we may have at law or in equity, we may withhold deliveries if the Customer is in default of its payment obligations under the Agreement.
- 4.7 The Customer is obliged to accept delivery on the agreed delivery date or, if a delivery date has not been agreed, within one week of notification of readiness for shipping. In the case of blanket purchase orders by the Customer, the Customer must release and accept the goods within three months of conclusion of the blanket order period, unless otherwise agreed.
- 4.8 If shipment of any goods or other performance by us is delayed at the request of or due to the fault of Customer, we may at our option hold the goods at the place of manufacture or elsewhere at the risk and expense of Customer from the time the goods are ready for shipment. For storage, we charge a flat rate of \$100.00 per week or part thereof for each pallet required to store the delivery items, starting from the agreed delivery date or, if a delivery date has not been agreed, after the expiry of one week from notification of readiness for shipping.
- 4.9 If the Customer does not comply with its obligation to accept the goods even after setting a deadline, we are entitled to terminate the Agreement without limiting any other remedies we may have at law or in equity.
- 4.10 For the performance of services at Customer's location, the Customer shall provide us with the necessary auxiliary materials (e.g. electricity) in a timely manner and free of charge. Any necessary arrangements to be made by the Customer for the installation, e.g. structural measures, shall be completed by Customer before our installers arrive. If any transport required in this context cannot be carried out at ground level, the Customer shall provide the necessary aids and equipment (e.g. counterbalanced lift truck, ramps, rails, winches) at its own expense. Furthermore, the Customer shall take the necessary safety precautions to protect persons and property.

5. FORCE MAJEURE

- 5.1 We shall not be in default of the Agreement due to our delay or failure to deliver or perform if our deliveries or services are prevented, hindered or delayed by force majeure, and we shall be released from our performance obligations for the duration of the force majeure event and to the extent of its effect.
- 5.2 Force majeure is any event beyond our control which impairs our ability to fulfil all or part of our obligations, including fire damage, flood, epidemics, industrial disputes, riots, acts of war or terrorism, operational disruptions, acts of government, foreign or domestic embargoes, insurrections, acts of God, shortages of raw materials or labor, the lack of the usual means of transportation, strikes, seizures, or the failure of our suppliers to perform. Force majeure also includes any instance where we do not receive, in good time, approvals from third parties required for the performance of deliveries despite these approvals having been applied for in good time, as well as delays by Customer in inspecting and acceptance, furnishing requested specifications, materials, tooling or information, or making payments.
- 5.3 If such events make the delivery or service significantly more difficult or impossible and the hindrance is not only of temporary duration, we are entitled to withdraw from the contract. If any such event prevents, hinders, or delays our delivery of goods or performance of services, we will inform the Customer and the delivery or service times shall be extended or postponed to the extent of the period of the force majeure event plus a reasonable restart period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, Customer may terminate the Agreement as to the undelivered goods or services by notifying us in writing. If the delivery or service is delayed by reason of force majeure for a period exceeding thirty (30) days, we will have the option to terminate the Agreement as to the undelivered goods or services by notifying Customer in writing.

6. SECURITY INTEREST

- 6.1 Customer hereby grants to us a security interest in the goods and any proceeds therefrom, to secure payment in full of all amounts due to us. Failure of Customer to pay the agreed upon purchase price when due shall constitute a default by Customer and shall afford us all of the remedies of a secured party under the Uniform

Commercial Code. Customer agrees that we may file with the appropriate government authority any and all financing statements (and other documents) on behalf of Customer necessary to perfect our security interest in the goods, and for this purpose only, Customer hereby appoints us and our representatives and designees as attorneys-in-fact, agents and authorized signatories of Customer for such financing statements.

- 6.2 Customer shall not change its name, the jurisdiction of its organization or incorporation, or the location of any goods from the original delivery point or installation site without prior written notice to us. Customer shall provide a lien waiver or subordination from all third parties to whom the goods may be delivered. Customer shall provide a landlord's waiver or subordination of any lien rights at the premises to which the goods are to be installed.
- 6.3 In case of a default by Customer, at Customer's expense, we may peaceably enter the premises of Customer and others to repossess all goods in which we have a security interest and documents related thereto, and we may install and activate procedures or devices to make the goods or software non-operative, with notice to Customer that we have rendered the goods inoperable.
- 6.4 The goods shall be and remain strictly personal property whether or not affixed or attached on permanent foundation or affixed or attached to building or structure. Customer shall maintain the goods which constitute inventory in a segregated area and not co-mingle any goods which are not fully paid. Customer shall not sell, assign, exchange, transfer, convey, mortgage, pledge, hypothecate or allow any encumbrance or lien upon any goods which are subject to the Agreement until payment has been made in full to us, at which time title shall transfer to Customer. Customer shall immediately advise us in writing of any damage to, change in location of, or seizure of, any of the goods the price of which has not been paid to us.

7. WARRANTY

7.1 SCOPE

- 7.1.1 We warrant to Customer only, subject to the disclaimers and limitations of liability in the Agreement, that the goods shall, for the Warranty Period described in Subsection 7.3: (i) be free from material defects in workmanship

and material under normal use and (ii) materially conform to the specifications set forth in the Agreement. However, we retain the right to change the dimension, composition, design, performance, color and/or appearance of the goods if, in our reasonable judgment, the change is nonmaterial. We may also rely on any generally accepted industry standards and deviations in making changes and in manufacture. Accordingly, deviations in dimensions, weight or quality which are customary or tolerated under generally accepted industry standards shall be deemed to be in accordance with the Agreement and shall not constitute a defect.

- 7.1.2 If a service is provided on the basis of a specification and requirements of the Customer, we warrant only that the service has been carried out in a professional manner and that the services will materially conform to the specifications and/or requirements set forth in the Agreement, but we are not liable for the correctness of the corresponding design, composition and construction.
- 7.1.3 Customer is alone responsible for compliance with statutory or other regulations when using the goods and for testing the goods for the intended purpose. Customer is to conduct its own tests or include in the written Agreement any express obligations of us which Customer deems material. We may rely entirely on information provided by Customer and are under no obligation to verify such information or take any action to obtain explanatory or supplemental information from Customer or third parties. We shall only be liable for instructions deviating from our written processing instructions and from our usage and operating instructions if we have expressly confirmed them to the Customer in advance in writing or via fax or e-mail.
- 7.1.4 We do not warrant that the goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality, or other jurisdiction beyond the specific express warranties in the Agreement. We do not warrant that the goods and services are in compliance with any entity, organization or industry standards, guidelines or procedures unless specifically contained in the Agreement.
- 7.1.5 In the case of corrective and preventive maintenance work, our warranty shall be limited to the services actually rendered.

- 7.1.6 We do not warrant any portion of the goods not designed, developed or manufactured by us (whether or not specified by Customer), but we will assign to Customer upon request all assignable warranties of our suppliers related to such goods. Our warranty does not include defects or failures caused by normal wear and tear, accident, misuse, neglect, improper installation, unauthorized alteration or repairs not performed by us. Consumable parts and ordinary wear items are sold "as-is", and we make no warranty with respect to such goods. Notwithstanding anything to the contrary, there is no warranty as to prototype goods.
- 7.1.7 In the case of goods with digital elements or where we supply digital products, we are under no obligation to the Customer to update the digital product or element. However, where the Customer has resold goods with digital elements or digital products to a consumer, we shall see to it that the consumer is provided with updates necessary to ensure that the digital product or goods with digital elements satisfy the contract during the period that the consumer can objectively expect; the Customer shall be obliged to inform the consumer of such updates in an appropriate manner.
- 7.1.8 Customer shall ensure that all computer equipment and software included with or used with the goods has adequate protection against viruses or other malicious software after initial installation. Our warranty does not cover damage or contamination caused by such malicious software. For software supplied by us, moreover, the provisions relating to software contained in the Special Section apply (see **B. I** below).
- 7.1.9 Whether or not the goods are to be used exclusively by Customer, there shall be no third-party beneficiaries to the express warranties contained herein unless specifically provided and identified in the Agreement.

7.1.10 **WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY STATED HEREIN, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY REPRESENTATIONS AS TO PERFORMANCE AND OTHER MATTERS, EXCEPT AS SPECIFICALLY CONTAINED IN THE AGREEMENT, ARE FOR ILLUSTRATIVE PURPOSES ONLY AND DO NOT CONSTITUTE A WARRANTY.**

7.2 NOTIFICATION OF DEFECTS; BURDEN OF PROOF

7.2.1 The Customer shall have the opportunity to carefully inspect the goods or services for obvious defects and/or damage immediately after delivery or upon acceptance. Goods and services shall be deemed to have been accepted by the Customer with regard to obvious defects if the Customer does not notify us in writing within five business days (Monday to Friday excluding U.S. public holidays) after delivery. With regard to defects and other nonconformities that are not obvious at the time of delivery of the goods or completion of the services, Customer must notify us in writing without delay, within five business days after the time at which the defect became apparent; if the defect was already apparent at an earlier time during normal use, this earlier time shall, however, be decisive for the commencement of the period for notification of defects. In the case of goods intended for installation or other further processing, an inspection must in any case take place immediately prior to installation or processing.

7.2.2 Any notice of defects must contain the order number and date of the order confirmation or invoice, as well as the serial and commission numbers, if applicable. The notice must set out which delivered goods or services are affected by the defects, what the defects consist of in exact detail, and under what circumstances these defects occurred.

7.2.3 If the notice of defect is unfounded and the Customer knows or should have known or negligently failed to recognize this, the Customer is obliged to compensate us for the expenses incurred for the inspection.

7.2.4 It is the Customer's responsibility to prove that defects coming to light during the Warranty Period were already present at the time of the transfer of risk of loss to Customer.

7.3 WARRANTY PERIODS

- 7.3.1 Unless different periods are specified in part **B. Special Section** of these terms or otherwise separate agreements have been executed, the warranty period for our limited warranty in Section 7.1 shall be twelve months from the date of delivery of the goods (the "Warranty Period").
- 7.3.2 Upon expiration of the Warranty Period, for a period of a further twelve months (from the beginning of the 13th month to the end of the 24th month from delivery of the goods), we will voluntarily provide the Customer with the items or materials needed to rectify any defects free of charge. However, the provision of such items or materials shall neither suspend nor restart the Warranty Period.

7.4 REMEDY FOR WARRANTY CLAIMS

- 7.4.1 In the event that Customer makes a valid warranty claim during the Warranty Period, we shall, at our discretion and within a reasonable period of at least four weeks' duration from the date the product is returned to us, either remove the defect (through repair or improvement) or replace the defective product or component, as the case may be, or provide a credit to Customer's account for a reasonable price reduction or the full purchase price, if the defect is substantial.
- 7.4.2 The Customer shall provide the time and opportunity necessary to correct any services that do not meet our warranty. To the extent that is necessary and may reasonably be expected of Customer, at Customer's risk and expense, the Customer shall return the rejected goods, or the defective part(s) thereof, to us for inspection and any necessary repair after consultation with us. In the case of a replacement delivery, the Customer shall return the defective item to us in accordance with our return instructions within thirty (30) days, or the warranty claim shall be deemed conclusively to have been abandoned. Customer is responsible for properly tagging, identifying, and packing returned goods. Goods returned without compliance with the above procedures shall be returned to the sender at sender's cost. The defective items, parts or components so exchanged shall become our property.

- 7.4.3 We shall not refund the costs for any actual or attempted remedying of a defect by Customer or by any third party. We are not obliged to take back goods which were made on request and according to specifications of the Customer. For goods deemed to be immovable, our warranty shall be limited to providing the parts needed to remedy any defects free of charge.
- 7.4.4 No Warranty Period is prolonged by the exchange of the defective item or of parts or components belonging to that item, including parts or components supplied during the period set forth in Subsection 7.3.2.
- 7.4.5 THE REMEDIES OF REPAIR, REPLACEMENT, CREDIT OR REFUND, AND REPERFORMANCE SET FORTH IN THIS SECTION 7.4 ARE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER FOR ANY BREACH OF OUR WARRANTY SET FORTH IN SECTION 7.

7.5 WARRANTY EXCLUSIONS

- 7.5.1 Warranty claims of the Customer are excluded or invalid (a) if the installation instructions or usage and operating instructions provided by us or to be requested from us by Customer have not been observed, (b) if the installation has not been carried out correctly and in compliance with relevant industry standards, in particular if it has not been carried out by licensed contractors, (c) if the goods have been altered, modified, or repaired without our consent by persons other than us or our authorized warranty service providers, (d) if the goods have been operated or used improperly, operated despite their protective features being faulty, subject to misuse, negligence or accident, or used contrary to our instructions or for purposes other than the purposes for which the goods were designed, (e) if Customer installs third party components or replacement parts in connection with our goods or services that have not been expressly recommended by us prior to such installation, and furthermore (f) if the defects are attributable to normal wear and tear, the effects of foreign object damage, chemical influences, overvoltages, the conduct of third parties or force majeure.
- 7.5.2 No warranty is given for material defects of used goods delivered by agreement with the Customer in individual cases.

7.5.3 Our warranties are granted only to Customer and apply only so long as the goods remain in the country of destination and on the initial premises of installation unless otherwise agreed to in writing by us.

8. SPECIAL PROVISIONS FOR GUARANTEE

8.1 For some of our goods and services, we issue a guarantee to end-customers or end-customers are able to register for them or obtain guaranties against payment. This neither affects nor restricts our warranty obligations under these Terms and Conditions.

8.2 The guarantee options available in the individual business units Solar Energy, Perfect Welding (including and excluding Automation) and Perfect Charging as well as the associated guarantee conditions are set out in part **B. Special Section** of these Terms and Conditions.

9. LIMITATION OF LIABILITY

9.1 WE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR, NOR SHALL CUSTOMER OR THIRD PARTIES BE ENTITLED TO, AND CUSTOMER WAIVES ALL CLAIMS AGAINST US FOR, ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF CONTRACT GOODS, COSTS OF REPLACEMENT POWER, INCREASED COSTS, SUBSTITUTE OR REPLACEMENT COSTS, LOSSES RELATING TO PRODUCTION DOWN TIME OR START-UP, OR BUSINESS INTERRUPTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY ARE OTHERWISE REASONABLY FORESEEABLE. THIS DISCLAIMER SHALL APPLY TO ANY CAUSE OF ACTION WHATSOEVER ASSERTED AGAINST US, REGARDLESS OF WHETHER OUR LIABILITY ARISES UNDER CONTRACT, WARRANTY, GUARANTEE, STRICT LIABILITY, NEGLIGENCE, TORT, OR ANY OTHER CAUSE PERTAINING TO PERFORMANCE OR NON-PERFORMANCE BY US. **Furthermore, our liability is limited to the purchase price of the specific goods, and in the event of a claim for compensation arising from service or maintenance work, our liability shall be limited to the annual fee for the service in question. Our liability is further reduced by existing insurance claims or claims against third parties which may have to be asserted by the Customer with priority over liability claims against us.**

9.2 No action arising out of the Agreement may be brought against us by Customer or any third party more than one year after becoming aware of the occurrence of the damage, but in any event within three years of the delivery of the goods or – in the case of service or maintenance work – within three years of the service or maintenance work giving rise to the liability claim.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights, including but not limited to, copyrights, trademark rights, design rights, patent rights, utility model rights and know-how, as well as, patented and unpatented inventions, industrial experience, and trade secrets, in or to our goods and services, as well as our manufacturing processes and all processes related thereto, and to their application, components, software (including source and object code as well as user documentation, algorithms, user interface, etc.), and to our plans, sketches, descriptions, drawings, manuals, operating instructions and installation instructions, calculations, offers, quotations, other technical documents as well as samples, prototypes, catalogues, brochures, illustrations, schematics, specifications, bills of material, test results, analysis, recommendations, models and the like – irrespective of the time at which they are disclosed to the Customer – belong exclusively to us or our licensors and must be kept confidential by Customer in accordance with these Terms and Conditions. Nothing contained in the Agreement shall in any way convey to Customer any right, title or interest in or to any proprietary information or intellectual property owned by us or our licensors, other than the limited right to use the goods and receive the services purchased from us for the purposes for which they were designed.

10.2 We reserve all rights, interest and title, including copyright, to all offers, quotations, drawings and all other documents and supporting items provided to Customer by us; Customer acknowledges that they must not be disclosed or made accessible to third parties without our express consent nor used by Customer or any third party for any other purposes. If an order is not placed, the aforementioned documents and supporting items shall be returned or destroyed immediately at our request. Goods and related software we provide contain valuable trade secrets, and Customer shall not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such software and goods.

10.3 We shall retain exclusive rights to services, developments, findings, inventions and the like which arise within the context of services provided by us, even if a product or service is made on the basis of a Customer specification or the Customer otherwise contributes thereto. Any design, invention, feature, manufacturing process or other information developed by us in the performance of the Agreement, alone or in cooperation with Customer, shall remain our exclusive property, whether or not we charge for design, research, development, testing, or similar services, and we shall have the unrestricted right to use them in our business. Customer agrees to grant and hereby grants and transfers to us all rights Customer may have in such developments as they arise, so that we become the sole owner of the rights and the party entitled to exercise them.

11. CONFIDENTIALITY

11.1 The contents of our offers, quotations, business proposals, and all information we furnish or make available to Customer in connection with the bidding, negotiating and performance of the Agreement are to be kept confidential. Any form of direct or indirect disclosure of all or part of such information by Customer requires our prior express written approval. The same applies to all contents of the contractual relationship with us. The obligations of this section will not apply to any information that: (a) at the time of disclosure was or thereafter becomes generally available to the public through no fault of Customer; (b) Customer can show by written records was in Customer's possession prior to disclosure by us; or (c) is legally made available to Customer by or through a third party having no direct or indirect confidentiality obligation to us with respect to such information.

11.2 The Customer grants us permission to list the Customer as a reference in publicly accessible media (particularly the Internet), until such permission is withdrawn.

12. HEALTH AND SAFETY

12.1 The Customer agrees to comply with all applicable laws and regulations with regard to the protection of the health and safety of all persons deployed to Customer's site to perform services within the scope of the Agreement. Furthermore, the Customer shall prepare the site for the services and shall remove any and all hazards to our personnel (and the personnel of any subcontractors or suppliers we may use) for

the entire duration of the services at Customer's site or within the Customer's area of responsibility.

- 12.2 We expressly reserve the right, without liability, to withdraw our personnel and/or the personnel of our subcontractors/suppliers from Customer's locations and/or suspend services, at short notice if need be, if the above-mentioned requirements cease to be met or, in our opinion, the performance of the services would pose a risk to the safety of any person, or in the event of a foreseeable, direct or indirect hazard. Any forms of such hazard constitute a hindrance and/or interruption attributable to the Customer, and in such event, for the duration of the hindrance/interruption, we shall be released from our contractual obligations to perform the services.
- 12.3 Customer Indemnity. Customer is solely liable for all damages or injuries caused or contributed to by Customer that may occur on the site, and Customer shall indemnify us and hold us harmless from any and all third party claims, damages and expenses (including reasonable attorneys' fees) incurred as a result of Customer's acts or omissions, except to the extent damages or injuries are directly caused by our gross negligence or wilful misconduct.
- 12.4 Customer Indemnity for Unsafe Use. Customer shall use and shall require its employees and all other users of the goods to use all safety devices and guards furnished with or intended to be used with the goods, and to follow proper safe operating procedures in accordance with general industry standards and as set forth in manuals and instruction information furnished by us and as otherwise required by the Agreement. If Customer fails to comply with the obligations set forth in this subsection, Customer shall indemnify and save us harmless, and on our request defend us, from any liability or obligation incurred by us to third parties injured directly or indirectly in connection with the operation of the goods and all warranties we have provided herein shall become automatically void with respect to such claims. Customer shall notify us promptly, and in any event within thirty (30) days, of any accident or malfunction involving the goods which results in personal injury or damage to property and shall cooperate fully with us in investigating to determine the cause of such accident or malfunction, including allowing us access to the goods and Customer's reports regarding the goods for our inspection. If Customer fails to provide such notice and cooperation to us, Customer shall indemnify us

from any claims arising from such accident or malfunction whether or not the goods are non-conforming or defective.

13. DATA PROTECTION

We process personal data in accordance with our Data Privacy Statement (<https://www.fronius.com/en-us/usa/privacy-statement>).

14. APPLICABLE LAW; DISPUTE RESOLUTION; COMPLIANCE; RELATIONSHIP OF PARTIES

14.1 The Agreement and any dispute arising out of or related to the Agreement will be governed by and construed according to the laws of the State of Indiana. The parties agree that the UN Convention on Contracts for the International Sale of Goods (CISG) will not apply.

14.2 The state and federal courts located in Indiana shall have exclusive jurisdiction over the parties and the claims arising under or related to the Agreement, unless waived in a writing signed by us and subject to any right of arbitration which may be provided by the Agreement. The parties stipulate to the convenience of Indiana courts in general as to all litigation and shall not file any objection thereto.

14.3 Customer agrees to comply with all federal, state, local and foreign rules, regulations, ordinances, and laws applicable to Customer's obligations hereunder and Customer's use of the goods and services, including without limitation laws concerning import/export, labor, environmental protection and safety, data protection and privacy and anti-corruption.

14.4 Nothing in these Terms and Conditions or the course of dealing of the parties will be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.

15. SEVERABILITY

If individual provisions of these Terms and Conditions are held to be unlawful, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the remaining provisions shall remain unaffected. In such a case, the parties agree that the provision in question shall be replaced by a

provision which is not unlawful, invalid or unenforceable and which comes as close as possible to the intention of the contracting parties at the time the Agreement was made, including in terms of its economic outcome.

B. SPECIAL SECTION

In addition to the terms and conditions contained in Section A of these General Terms and Conditions of Sale and Delivery, the following terms of this Special Section of these Terms and Conditions shall apply for: (i) software (Part I), (ii) sales by our Solar Energy Business Unit (Part II), (iii) sales by our Perfect Welding (excluding Automation) Business Unit (Part III); (iv) sales by our Perfect Welding Business Unit (Automation) (Part IV); and (v) sales by our Perfect Charging Business Unit (Part V).

PART I. SPECIAL PROVISIONS FOR SOFTWARE

16. SCOPE OF SERVICES; SYSTEM REQUIREMENTS; CONTRACT PROCESSING

- 16.1 The functional scope of the software is conclusively defined in the respective service description and/or user documentation.
- 16.2 We provide the Customer with software exclusively in object code. We may also provide the Customer with the associated user documentation in purely digital form (e.g. as a PDF document or online help) at our discretion. Unless otherwise agreed, we shall provide software and user documentation in English only.
- 16.3 The software is standard software. It shall be adapted to special requirements of the Customer only in exceptional cases and only after express written agreement.
- 16.4 We provide installation and configuration services only in exceptional cases and only by separate agreement.
- 16.5 The system requirements for use of the software result from the respective service description and/or user documentation. It is the Customer's responsibility to ensure that the Customer has a suitable and adequate hardware and software environment in line with the system requirements.

16.6 If we process personal data on the Customer's behalf in connection with the software provided by us, we shall execute a separate data processing agreement with the Customer in this regard.

17. COPYRIGHT NOTICES; SOFTWARE PROTECTION

17.1 Copyright notices, serial numbers or other features intended to identify the program may not be removed from the software or changed.

17.2 The Customer shall take suitable measures to secure the software and, if applicable, the access data for online access to the software against access by unauthorised third parties. In particular, all copies of the software as well as the access data shall be kept in a protected location.

18. SOFTWARE PURCHASE

If Customer is purchasing the software on a permanent basis, this clause 18 shall also apply.

18.1 GRANTING OF RIGHTS FOR PURCHASED SOFTWARE

18.1.1 After the agreed purchase price has been paid, we grant the Customer a simple, non-exclusive right to use the software for the intended purpose for an unlimited period of time. The right of use is limited to the agreed number of users or number of devices. Depending on the type of licence purchased, the software may only be used by a maximum number of natural persons or on a maximum number of devices corresponding to the number of licences purchased by the Customer. Permitted use includes the installation of the software, loading into main memory and the intended use by the Customer. The number of licences and the type and scope of use shall be specified in the Agreement, when applicable.

18.1.2 The Customer is entitled to make a backup copy for archival and data protection purposes only, provided that there is no explicit prohibition in the software or any accompanying material.. The Customer shall visibly affix the note "Backup copy" as well as a copyright notice of the maker on the created backup copy and all copyright and proprietary notices must be transferred unchanged in the Backup Copy. If software is provided with technical copy

protection, the Customer shall receive a replacement copy at short notice upon request in the event of damage to a supplied data medium or the transmitted files.

- 18.1.3 The Customer may permanently transfer the acquired copy of the software to a third party, including the user documentation, provided that the Customer stops using the software entirely, removes all installed copies from its computers and deletes all copies on other data media or surrenders them to us, unless the Customer is legally obliged to retain them for a longer period. Upon request, the purchaser must confirm to us in writing that the aforementioned measures have been carried out in full or, where applicable, explain the reasons for longer retention. The purchaser must also expressly agree to observe the scope of the rights of use in accordance with the provisions of this Section 18 and shall provide us with evidence of this upon request.
- 18.1.4 The Customer is only entitled to otherwise copy or decompile the software to the extent that this is provided for by applicable law. For decompilation, however, this shall only apply on condition that we have not made the necessary information available to the Customer upon request within a reasonable period of time.
- 18.1.5 Furthermore, the Customer is not entitled to reproduce, distribute, sell or rent out (in particular not as software as a service), make available to the public (e.g. via the Internet), sub-license or modify, translate, edit or otherwise rework the software in whole or in part. The Customer's right to transfer use of the software for a limited period of time for neither direct nor indirect profit-making purposes (lending) remains unaffected.
- 18.1.6 If we provide the Customer with updates, upgrades and/or new versions of the software under the warranty or for any other reason, the following shall apply: Customer's rights in such software are conditional upon Customer's receipt of a newer, independently executable version of the software from us. The Customer shall receive rights of use to this newer software version to the same extent as to the previous software version; the rights to the previous software version shall expire at the same time; however, we will allow use of the previous version until the software provided has been installed or, in the

event of defects in the software most recently provided, until these defects have been remedied.

18.2 WARRANTY FOR PURCHASED SOFTWARE

- 18.2.1 Our warranty for software purchased from us shall be governed – subject to the deviations and additions in this Section 18.2 – by Section 7..
- 18.2.2 We warrant that the software will operate with the expressly agreed functions under normal use and circumstances. A defect for which we are responsible shall only be deemed to exist if the software does not function according to the most recent version of the corresponding performance description and documentation and if this is reproducible by Customer. We also warrant that the Customer’s use of the software, as contemplated by the standard user documentation and subject to these Terms and Conditions, does not infringe or misappropriate any U.S. patent, copyright, trade secret, trademark or other intellectual property rights of third parties (“Infringement Claim”). Notwithstanding the foregoing, we do not warrant against Infringement Claims based upon: (i) imbedded third party software, (ii) the use of the software in combination with any hardware, part, product or application not supplied or authorized by us, or (iii) any portion of the software developed or specified by Customer.
- 18.2.3 Customer acknowledges and agrees that it is not possible to develop software programs in such a manner that they are free from defects for every application. Accordingly, we do not warrant Customer’s use of the software will be error-free or uninterrupted. Our warranty does not apply to errors that are due to the software being used in a hardware and software environment that does not meet the requirements specified by us or due to the fact that Customer has made changes and modifications to the software without being legally entitled to do so or other than on the basis of prior consent declared by us at least in text form.
- 18.2.4 In the case of updates, upgrades and availability of new versions of the software, claims for defects shall be limited to the new features provided by the update, upgrade or new version compared to the previous version. If we provide the Customer with updates, upgrades or new versions free of charge without being legally obliged to do so, warranty and liability shall be governed

by Section 21. In this case, the Customer is free to use the previous version (downgrade); we will make this available to the Customer again if required. However, claims of the Customer due to defects of the previous version are excluded to the extent that these defects would be eliminated by installing the current version provided by us.

- 18.2.5 We shall also meet our obligation to remedy defects by providing reasonable and acceptable workarounds, providing updates with an automatic installation routine available to download from a website, informing the Customer about these and offering the Customer telephone support to solve installation problems. With respect to replacement of defective software under warranty, the Customer will accept any new version of the software unless the new version has proves to be unusable or defective. In the event of an Infringement Claim against Customer with respect to the use of the software or that prevents or materially restricts Customer's use of the software, we will, at our own discretion, obtain the right for the Customer to use the contractual software in a legal manner or modify the software in such a way that the rights of third parties are no longer infringed.
- 18.2.6 Where a data carrier is provided, the Warranty Period referenced in Section 7.3.1 shall begin at the time of its delivery. Where data is provided via download from the Internet, the Warranty Period shall begin after notification and activation of the access data for the download area. Where updates, upgrades and new versions are delivered, the Warranty Period for these items shall commence at the time each is provided.
- 18.2.7 Notwithstanding Section 7.3.1, If we have executed a software maintenance agreement with the Customer, the period for removal of defects shall be based on the term of the software maintenance agreement.

19. SOFTWARE MAINTENANCE

If it is agreed that we will provide the Customer with updates, upgrades and/or new versions of software purchased by Customer from us for a certain period of time, this Section 19 shall also apply, unless a separate software maintenance agreement is executed.

19.1 SCOPE OF SERVICES; GRANTING OF RIGHTS; WARRANTY

- 19.1.1 We may continuously develop the software and we agree to provide the Customer with the latest version of the software for download via the Internet during the term of the software maintenance agreement.
- 19.1.2 Wherever technically possible, we will use reasonable efforts to eliminate any software errors within a reasonable period of time by providing updates, upgrades and/or new versions for download via the Internet. An error is deemed to exist if the software does not fulfil the functions specified in the service description, delivers faulty results or does not function properly in any other material respect, such that use of the software is impossible or restricted and the error is reproducible by Customer. We provide our services based on the latest and immediately preceding versions of the software and on the interests of all software users. We do not provide troubleshooting for earlier versions of the software.
- 19.1.3 Concerning the granting of rights and the warranty for updates, upgrades and/or new versions, Sections 18.1 and 18.2 shall apply to the updates, upgrades and/or new versions in the same manner as they apply to purchased software. If we have granted the Customer rights to use software which is the subject of a software maintenance agreement, the terms of the software maintenance agreement shall govern to an extent they are different from the scope of Section 18.1, and we will grant the Customer rights to use updates, upgrades and/or new versions which we provide to the Customer under the software maintenance agreement to such different agreed extent.

19.2 SOFTWARE MAINTENANCE FEES; DURATION; TERMINATION

- 19.2.1 The amount and due date of the fees shall be determined by the respective software maintenance agreement.
- 19.2.2 If the contract is for a fixed term, our obligations under the contract will end at expiration of the term without notice of termination being required.
- 19.2.3 If the contract is for an indefinite term or subject to automatic renewal, it may be terminated by either party upon written notice given to the other party at least six (6) weeks' prior to the end of any calendar quarter.

19.2.4 The foregoing is without prejudice to the right of either party to terminate the contract with immediate effect for good cause.

19.2.5 Notice of termination must be served in writing.

20. SOFTWARE LEASING

If Customer leases the software through a subscription for the use of the software for a limited period, this Section 20 shall apply.

20.1 GRANTING OF RIGHTS FOR LEASED SOFTWARE

20.1.1 After payment of the agreed subscription fee, we will grant the Customer a simple, non-exclusive, non-transferable and non-sublicensable right for a limited period of time to use the software as intended. In all other respects, Section 18.1.1 shall apply to leased software in the same manner as it applies to purchased software.

20.1.2 Sections 18.1.2 and 18.1.4 shall apply with respect to copies of the leased software in the same manner as it applies to purchased software. Furthermore, the Customer is not entitled to reproduce, distribute, lend, sell or rent out (in particular not as software as a service), make available to the public (e.g. via the Internet), sub-license or modify, translate, edit or otherwise rework the software in whole or in part.

20.1.3 Section 18.1.6 shall apply to leased software in the same manner as it applies to purchased software.

20.2 SCOPE OF SERVICE FOR LEASED SOFTWARE

20.2.1 We may continuously develop the software and we agree to provide the Customer with the latest version of the software during the term of the applicable subscription agreement.

20.2.2 Wherever technically possible, we will use reasonable efforts to eliminate any software errors within a reasonable period of time. An error is deemed to exist if the software does not fulfill the functions specified in the service description, delivers faulty results or does not function properly in any other

material respect, such that use of the software is impossible or restricted and the error is reproducible by Customer.

20.3 SPECIAL CONDITIONS FOR PROVISION VIA THE INTERNET

- 20.3.1 In the event that the software is provided via a server operated by us or on our behalf (Software as a Service, SaaS), this Section 20.3 shall apply.
- 20.3.2 The Customer must have an Internet connection in order to use the software application. Further requirements for use by Customer may be specified in the service description, the user documentation and the system requirements.
- 20.3.3 We are not responsible for, and we do not warrant, the uninterrupted use of the software application, and we are entitled to restrict or terminate its use, in whole or in part, if necessary with regard to capacity restrictions, security or integrity. Furthermore, Customer acknowledges that the application may be wholly or partially unavailable during maintenance periods (e.g. when new software is being installed). We will endeavour to schedule planned maintenance periods at times of low use if possible.
- 20.3.4 We shall provide the Customer with the storage space on a server required for the intended use of the software application. The Customer is not entitled to make this storage space available to a third party. The Customer agrees that it will not store any unlawful content or content that is in breach of any applicable laws or the rights of third parties on the storage space provided. Customer further agrees to only use the software application and any stored content or data in compliance all applicable state and federal data privacy and security laws and regulations.
- 20.3.5 The Customer is solely responsible for the entry and maintenance of its data and information required in order to use SaaS services. The Customer is obliged to check its data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.
- 20.3.6 It is the Customer's responsibility to back up its data on a regular basis. We shall not be liable for loss of data where such loss is due to the Customer's

failure to carry out regular data backups so as to ensure that lost data can be restored with reasonable effort. The foregoing is without prejudice to Section 9.

20.4 FEES; DURATION; TERMINATION FOR LEASED SOFTWARE

- 20.4.1 The amount and due date of the fees shall be determined by the respective agreement.
- 20.4.2 If the contract is for a fixed term, it will end at the expiration of the term without notice of termination being required.
- 20.4.3 If the contract is for an indefinite term or subject to automatic renewal, it may be terminated by either party upon written notice to the other party given at least six (6) weeks' prior to the end of any calendar quarter.
- 20.4.4 The foregoing is without prejudice to the right of either party to terminate the contract with immediate effect for good cause.
- 20.4.5 Notice of termination must be served in writing.
- 20.4.6 In the event of termination, the Customer shall cease using the software and remove all installed copies of the software from its computers and destroy any backup copies of the software that have been made.

20.5 WARRANTY (MAINTENANCE) FOR LEASED SOFTWARE

- 20.5.1 Where software is leased, our warranty shall be governed – subject to the deviations and additions in this Section 20.5 – by Section 7.
- 20.5.2 Notwithstanding Section 7.1.8, we warrant that the software will operate with the expressly agreed functions under normal use and circumstances during the term of the contract. A defect for which we are responsible shall only be deemed to exist if the software does not function according to the most recent version of the corresponding performance description and documentation and if this is reproducible by Customer. We also warrant that the Customer's use of the software, as contemplated by the standard user documentation and subject to these Terms and Conditions, does not infringe or misappropriate any U.S. patent, copyright, trade secret, trademark, or

other intellectual property rights of third parties. Notwithstanding the foregoing, we do not warrant against Infringement Claims based upon: (i) imbedded third party software, (ii) the use of the software in combination with any hardware, part, product, or application not supplied or authorized by us, or (iii) any portion of the software developed or specified by Customer.

20.5.3 Section 18.2.3 applies to leased software in the same manner as it applies to purchased software.

21. PROVISION OF SOFTWARE FREE OF CHARGE

If we provide the Customer with software free of charge, whether for a limited or unlimited period of time, this Section 21 shall apply.

21.1 GRANTING OF RIGHTS

For the granting of rights, the provisions in Section 18.1 and/or Section 20.1 shall apply as applicable.

21.2 WARRANTY; LIABILITY FOR SOFTWARE PROVIDED FREE OF CHARGE

21.2.1 **In the event of material defects in software that we provide to the Customer free of charge, we shall only be liable for Customer's direct damages caused because a defect in the software was fraudulently concealed by us, and for consequential damages caused by our intentional misconduct or gross negligence. Notwithstanding anything herein to the contrary, we expressly disclaim and exclude any warranty, express or implied, with respect to such software, including any implied warranty of merchantability or fitness for a particular purpose or non-infringement, and the Customer shall have no claim for us to remedy any errors. Software we provide to the Customer free of charge is provided "as is" with all faults.**

21.2.2 In the event of an Infringement Claim with respect to the software provided free of charge, we shall only be liable for damages incurred by the Customer if we fraudulently concealed such infringement or misappropriation from the Customer.

PART II. SPECIAL PROVISIONS FOR OUR BUSINESS UNIT SOLAR ENERGY

22. WARRANTY

The warranty for goods and services sold by our Business Unit SOLAR ENERGY shall be governed by the provisions of the General Section (Section 7).

23. GUARANTEE

End-customers (both consumers and businesses) may be entitled to a guarantee for products of our Business Unit SOLAR ENERGY by separate agreement. The respective Fronius guarantee conditions apply, available at <https://www.fronius.com/solar/warranty>. The guarantee period can be extended by the end-customer against payment in accordance with the Fronius guarantee conditions.

PART III. SPECIAL PROVISIONS FOR OUR BUSINESS UNIT PERFECT WELDING (EXCLUDING AUTOMATION)

24. WARRANTY

24.1 The warranty for goods and services sold by our Business Unit PERFECT WELDING (excluding AUTOMATION) shall be governed – subject to the deviations and additions in this Section 24 – by the provisions of the General Section (Section 7).

24.2 Section 7.3.2 only applies to:

- a. Welding systems and components that are marked with a serial number and not custom-made;
- b. Virtual Welding peripheral and welding devices;
- c. Accessories: welding equipment (e.g. helmets, AirSystems, mobile extractor units).

24.3 Notwithstanding Section 7.3.1, the Warranty Period for the following products shall be six (6) months from the date of delivery: welding torches and torch bodies (e.g. TIG, Mig/Mag, MMA, Push & Push/Pull robot torches, LaserHybrid and special versions, Twin, CMT Twin, CMT Hand, Push/Pull & Pull MIG torches, hosepacks) of gas-cooled or water-cooled design, as well as consumables and wearing parts (e.g.

fuses, inner liners, feed rolls, contact tips). This excludes CMT Robacta Drive of gas-cooled or water-cooled design, to which the twelve-month Warranty Period specified in Section 7.3.1 applies.

24.4 Notwithstanding Section 7.5.2, a warranty period of six (6) months applies to used goods.

25. GUARANTEE

For products of our Business Unit PERFECT WELDING (excluding AUTOMATION), end-customers (both consumers and businesses) can obtain guaranties against payment or activate them by registering, subject to a separate agreement. The respective Fronius guarantee conditions apply, available at <https://www.fronius.com/en/welding-technology/products/services/support/extended-warranty/extended-warranty>

PART IV. SPECIAL PROVISIONS FOR AUTOMATION IN THE BUSINESS UNIT PERFECT WELDING

The following provisions apply to our goods/equipment and services (and related payments to us) in the Automation field (Business Unit PERFECT WELDING) in addition to the provisions in the General Section:

26. DELIVERY

26.1 Unless a different delivery date is otherwise agreed, we shall deliver the goods/equipment at the earliest 20 weeks after the date of our order confirmation.

27. ACCEPTANCE; OPERATIONAL HANDOVER

27.1 As soon as the goods/equipment is ready for collection, we shall notify the Customer accordingly. If agreed, preliminary acceptance (Factory Acceptance Test, FAT) will then take place in our factory within two weeks of notification of readiness for collection.

27.2 The Customer shall collect the goods/equipment or have them collected within two weeks after notification of readiness for collection or within one week after successful preliminary acceptance.

- 27.3 Within 45 days after collection or other delivery, final acceptance (Site Acceptance Test, SAT) will take place at the Customer's place of business or any other agreed place of use of the goods/equipment.
- 27.4 The Customer may not refuse either preliminary acceptance or final acceptance due to minor defects that are not material to the function or use of the goods/equipment.
- 27.5 The goods/equipment shall be deemed to have been accepted if final acceptance has not taken place within the period specified in Section 27.3 and the Customer has not refused acceptance within this period indicating at least one significant defect.
- 27.6 The goods/equipment shall be put into operation as part of final acceptance. The parties will create a joint record of final acceptance. Final operational handover to the Customer shall only take place if the goods/equipment have met agreed upon acceptance criteria and are in a safe condition; in this case we shall hand over a signed Declaration of Conformity to the Customer. The Customer may not operate the goods/equipment without a corresponding operational handover and Declaration of Conformity issued by us. The Customer shall only allow the goods/equipment to be operated by trained personnel.
- 27.7 If final acceptance does not take place immediately through no fault of our own, final payment shall be due and payable by Customer upon use of the goods/equipment by the Customer, and the unit shall be deemed to have been accepted no later than 45 days after delivery.

28. PRICE AND PAYMENT CONDITIONS; RIGHT OF RETENTION

- 28.1 Unless otherwise agreed and subject to Section 28.2, the following payment conditions shall apply:
- 28.1.1 50% of the agreed purchase price shall be invoiced to the Customer as a down-payment immediately after order confirmation and due and payable within 14 days after receipt of the down-payment invoice.
- 28.1.2 40% of the agreed purchase price shall be due and payable by the Customer within 14 days after notification of availability for collection or – if preliminary acceptance has been agreed – within 14 days after successful preliminary

acceptance, but no later than the date that the goods/equipment is commissioned in the Customer's works. If we have non-significant rework to complete after preliminary acceptance, it shall not entitle the Customer to withhold this purchase price instalment. Rework is considered non-significant if the intended use of the goods/equipment does not depend on the performance of this rework.

28.1.3 10% of the agreed purchase price shall be due and payable by the Customer within 14 days after final acceptance, or implied final acceptance pursuant to Section 27.5.

28.2 These payment conditions shall apply subject to a positive cover check by our credit insurer, failing which full payment in advance shall be due and payable by Customer immediately after order confirmation.

29. WARRANTY

29.1 The warranty for goods and services sold by the AUTOMATION area of our Business Unit PERFECT WELDING will be based on the provisions of the General Section (Section 7) with the following deviations and additions in this Section 29.

29.2 For

- a. Automation and mechanisation components,
- b. Orbital welding systems and orbital spare parts and
- c. Orbital units (in particular FCH, FOH, FPH 3020, FPH 3030)

the Warranty Period stipulated in Section 7.3.1 applies exclusively, and Section 7.3.2 A.7.3.2 does not apply.

29.3 The Warranty Period set forth in Section 7.3.1 shall commence upon final acceptance or implied final acceptance pursuant to Section 27.5.

PART V. SPECIAL PROVISIONS FOR OUR BUSINESS UNIT PERFECT CHARGING

30. WARRANTY

The warranty for goods and services sold by our Business Unit PERFECT CHARGING shall be governed by the provisions of the General Section (Section 7).

31. GUARANTEE

For products of our Business Unit PERFECT CHARGING, end-customers (both consumers and businesses) can obtain guaranties against payment or activate them by registering, subject to a separate agreement. The respective Fronius guarantee conditions apply, available at <https://www.fronius.com/en/battery-charging-technology/warranty-extension>.