

## GENERAL TERMS AND CONDITIONS

### 1. Parties to the Contract, the Scope of the General Terms and Conditions

These General Terms and Conditions ("GTC") define the general terms and conditions for the sale of products and services ("Product," "Products") by EU-SOLAR Commercial and Services Public Limited Company ("Seller" or "EU-SOLAR") to customers as specified in these GTC, with a particular focus on the customers and the rights and obligations of EU-SOLAR related to the sale.

#### Seller's Information

Company Name: **EU-SOLAR Commercial and Services Public Limited Company**

Registered Office: 7630 Pécs, Kocsz utca 127.

Mailing Address: 7630 Pécs, Kocsz utca 127.

Company Registration Number: 02-10-060424 (Conducted by the Company Court of the Pécs General Court)

Tax Identification Number: 25734643-2-02

Community VAT Registration Number: HU25734643

Bank Account Number: 11731018-21140297-00000000 (OTP Bank Nyrt.)

IBAN: HU38 11763316 42169880 00000000

Legal Representative: András Balázs Petre chairman of the board (senior official)

The provisions of these GTC are applicable exclusively to businesses ("Customer"), as defined in Section 8:1 (1) point 4 of Act V of 2013 of the Civil Code ("Ptk."), that purchase the Products sold by EU-SOLAR as wholesalers for the purpose of resale and, for this purpose, enter into individual sales contracts ("Individual Contract"). An Individual Contract also includes the written statement of acceptance of the price quotation provided by EU-SOLAR.

As per Section 8:1 (1) point 4 of the Civil Code ("Ptk")., a business is considered a person who operates within their profession, independent occupation, or business activity.

The current wording of the GTC is available on the following website [eu-solar.hu/aszf](http://eu-solar.hu/aszf) at all times. EU-SOLAR ensures that potential customers wishing to enter into an Individual Contract with them can familiarize themselves with the text of the GTC before entering into the Individual Contract. By entering into the Individual Contract, the Customer accepts the provisions of the GTC and acknowledges that, in matters not covered by the Individual Contract, the provisions of the GTC shall prevail. In case of any contradiction between the Individual Contract and the provisions of the GTC, the provisions of the Individual Contract shall override those of the GTC. The Individual Contract and the GTC (along with their current appendices) together constitute the Contract concluded between the Parties.

EU-SOLAR is entitled to unilaterally modify these GTC; however, they are obligated to inform the Customers in advance about any modifications and make the modified GTC available on the following website, [eu-solar.hu/aszf](http://eu-solar.hu/aszf).

### 2. Subject of the Contract

2.1. The Products sold by EU-SOLAR can be found on the [growattinverter.hu](http://growattinverter.hu) website categorized with detailed specifications and with the purchase price listed.

2.2. EU-SOLAR can provide the Products it sells partly from stock and partly based on orders from the Customer. In the latter case, the delivery time may be longer.

### 3. Purchase Price

3.1. The purchase prices of the Products bought by the Customer are specified in the Seller's quotation, which is an inseparable attachment to the Individual Contract.

3.2. The Customer is required to pay the full purchase price of the Products, either in EUR (Euros) or HUF (Hungarian Forints), in advance through a bank transfer, based on mutual agreement between the Seller and the Customer, following the finalization of the order (acceptance of the offer). Payment of the purchase price is considered complete when the amount of the order has been credited to the Seller's bank account.

For the purchase price of the Products specified in Hungarian Forints (HUF), the exchange rate of EUR-HUF on the very day of the order, as per the official foreign exchange middle rates published on the website by the National Bank of Hungary (MNB) <https://www.mnb.hu/arfolyamok>, shall be applicable.

- 3.3. EU-SOLAR issues a pro forma invoice for the purchase price after the finalization of the order, and the final invoice specific to the individual order is provided to the Customer at the time of handing over the Products.
- 3.4. In the event that the Customer is delayed in fulfilling their payment obligation, the Seller is entitled to charge interest at the rate of the official central bank base rate in accordance with Section 6:155 of the Act V of 2013 of the Civil Code ("Ptk."). In the case of foreign currency-denominated debt, the applicable interest rate shall be the central bank base rate determined by the issuing central bank for that currency, or in its absence, the money market interest rate, increased by 8 (eight) percentage points. When calculating the interest, the central bank base rate valid on the first day of the calendar half-year affected by the delay shall be used as the reference rate for the entire period of that calendar half-year.
- 3.5. A The Customer acknowledges that the Seller retains ownership of the Products until the full purchase price, as specified in the Individual Contract, has been paid.

#### 4. Delivery Deadline

- 4.1. EU-SOLAR will arrange for the delivery of the ordered Products promptly after the complete payment of the purchase price (crediting the purchase price amount to the bank account) and will subsequently deliver the Products within the deadline specified by the Seller. The Parties may agree that the Customer will assume the responsibilities and costs associated with the delivery.
- 4.2. EU-SOLAR reserves the right to extend the delivery deadline for those Products that are not available from stock in comparison to the stipulated in section 4.1.
- 4.3. EU-SOLAR shall only be responsible for delays attributable to itself, and shall not be held liable for delays attributable to third parties (such as manufacturers, suppliers, etc.) involved in the order.
- 4.4. EU-SOLAR is obligated to inform the Customer about the expected date of delivery and fulfillment.

#### 5. Place of Fulfillment

- 5.1. EU-SOLAR fulfills the delivery of the Products to the Customer with the involvement of a third-party delivery partner ("Carrier").
- 5.2. EU-SOLAR provides the ordered Products, packed and accompanied by a delivery note, to the Carrier. EU-SOLAR is responsible for ensuring that the packaging of the Products is suitable to protect their integrity and quality during the normal delivery process. EU-SOLAR is also obligated to label the Products in accordance with the applicable Hungarian laws and relevant European Union regulations.
- 5.3. EU-SOLAR is obliged to inform the Customer in writing about the expected date of delivery (fulfillment), and the Customer is responsible for ensuring that their representative is available to receive the Products at the time of delivery. EU-SOLAR shall not be held responsible for any potential damages resulting from the delivery being canceled due to circumstances within the Customer's sphere of interest.  
In the event that the packaging or the Product is damaged, the Customer must immediately notify the Carrier and, upon receiving the Product, must create a report with photographs documenting the damage to the Product and/or packaging.
- 5.4. In addition to what is mentioned in section 5.3, the Customer is also obliged to inspect the delivered Products in terms of quantity and quality after fulfillment. If there are any defects or issues with the delivery, the Customer must inform the Seller without delay and provide details about the problems. EU-SOLAR shall not be held responsible for any damages resulting from delayed reporting of defects.
- 5.5. After the ordered Products are delivered to the place of fulfillment, the risk of damage or loss passes to the Customer.

#### 6. Warranty, Guarantee

- 6.1. The Seller guarantees the proper storage and delivery of the Products and, accordingly, assures that the Products conform to the specifications and standards specified in the product data sheets and are suitable for their intended use.

##### 6.2. Implied Warranty

In case of the Seller's defective performance, the Customer is entitled to statutory warranty rights:

The Customer may initially request repair or replacement, except if the chosen warranty remedy is impossible to fulfill or would result in disproportionate additional costs for the Seller compared to other warranty remedies, taking into account the value of the service in perfect condition, the severity of the breach of contract, and the harm caused to the entitled party by fulfilling the warranty remedy.

Alternatively, the Customer may request a proportional reduction of the consideration, repair at the Seller's expense, repair by a third party at the Seller's expense, or withdrawal from the contract if the obligor has not undertaken to repair or replace, cannot

meet this obligation, or if the Customer's interest in repair or replacement has ceased to exist. Withdrawal from the contract is not possible due to a minor defect.

The Customer may switch to another warranty remedy from the one initially chosen. The Customer must reimburse the Seller for any costs incurred due to this change, except if the Seller was the cause of the switch or if the switch was otherwise justified.

The warranty claim expires within 1 (one) year from the date of performance, with the exclusion that the time taken for repair, during which the Customer cannot use the Product as intended, is not counted in the limitation period. The limitation period for the part of the Product affected by replacement or repair starts anew. This rule also applies if a new defect arises as a consequence of repair.

A warranty claim must be considered timely filed for any defects in the provided Product that are attributable to the indicated fault. If the Customer asserts the warranty claim with regard to a separable part of the Product in terms of the indicated fault, the warranty claim is not considered valid for the other parts of the item.

The costs associated with the performance of the warranty obligation are borne by the Seller. In cases where the Customer's failure to fulfill their maintenance obligations, which burden the Customer, has contributed to the malfunction of the Product, the Customer shall bear the costs of the performance of the warranty obligation in proportion to its contribution, provided that the Customer had the necessary maintenance knowledge or had fulfilled its obligation to provide information in this regard.

In cases where the replacement of the Product occurs after a significant portion of the warranty period has elapsed due to the suspension of limitation, and this results in a significant increase in value for the Customer, the Seller may claim compensation for the enrichment. In cases of replacement or withdrawal, the Customer is not obligated to compensate for the decrease in value of the Product resulting from its proper use.

For further details, the provisions of Sections 6:159 to 6:167 of the Act V of 2013 on the Civil Code ("Ptk.") apply to warranty.

### **6.3. Guarantee**

The Seller provides a warranty based on the warranty certificate provided in printed form or electronically for the Products sold, subject to the conditions specified on the warranty certificate.

The warranty period starts on the day of delivery of the Product. The warranty does not cover damages caused by natural disasters, damage, or other improper operation, interference, or the neglect of maintenance obligations.

The warranty does not affect any other legal rights of the Customer arising from applicable laws.

Rights arising from the warranty can be asserted against the Seller by the new owner in the event of the transfer of ownership of the Product.

Warranty claims can be made within the warranty period. If the Seller does not fulfill its warranty obligation within an appropriate deadline upon the Customer's request, the warranty claim can still be enforced in court within 3 (three) months from the expiration of the deadline set in the request, even if the warranty period has already elapsed. Failure to meet this deadline results in the loss of the right to enforce the warranty claim.

In addition, the rules applicable to the exercise of implied warranty rights must be appropriately applied when asserting warranty claims.

### **7. Miscellaneous Provisions**

7.1. The Parties agree that in the exercise of their rights and the fulfillment of their obligations under this Agreement, they will cooperate with each other and act in mutual consultation. Each Party is obligated to promptly inform the other Party in writing (at least via email) of all significant information and circumstances concerning the performance of the Agreement.

7.2. The Seller and the Customer are both obligated to promptly inform each other of any facts, circumstances, or events that may have an impact on the proper performance of the Agreement, jeopardize it, or hinder it. The Party responsible for the omission of such information or for the delay in providing it shall be liable for any damages arising from the failure to inform, provided that the omission is attributable to that Party.

7.3. The Customer acknowledges that the Seller is not liable for the failure to perform its obligations under this General Terms and Conditions or any Individual Contract (and the duration of such failures and delays does not count towards the timeframes specified in the General Terms and Conditions or Individual Contracts) if the failure is due to rebellion, force majeure events, including but not limited to natural disasters, war, terrorist acts, protests, demonstrations, export or import restrictions, changes in legislation, epidemic measures, or due to the current energy crisis in Europe and significant demand for alternative energy sources, or any other material and labor shortages or procurement difficulties affecting the delivery of the Products ("**Force Majeure Circumstances**").

In the event of the occurrence of Force Majeure Circumstances - and the expected duration of the resulting delay - the Seller is obligated to promptly inform the Customer, and if, due to the Force Majeure Circumstances, any deadline specified in this Agreement would be extended by at least 75 (seventy-five) days, either Party is entitled to terminate this Agreement. In the event of termination as provided in this section, the Parties shall settle their accounts with each other in full.

7.4. The Customer and the Seller shall primarily communicate with each other in writing through their designated contacts as specified in the Individual Contract.

## 8. Closing Provisions

8.1. This General Terms and Conditions shall be effective from October 1, 2023, while the Individual Contract shall enter into force on the day of its signing by the Customer and the Seller.

### 8.2. Confidential Information

The Customer agrees that the information contained in the quotation forming the basis of the Individual Contract, as well as the information in the Individual Contract itself (including, in particular, business fees, discounts, or unique conditions), may not be shared with third parties not directly involved in the sale of the Products and may not be disclosed publicly.

Regarding matters not regulated in this General Terms and Conditions, the provisions of the Civil Code of 2013 (Act V of 2013) and the applicable Hungarian laws and regulations in force at the time shall apply.