General Terms and Conditions

Castimondi GmbH & Co. KG
Am Raffelnberg 1
58515 Lüdenscheid

1. Scope of Application

1.1. These General Terms and Conditions (GTC) apply between Castimondi GmbH & Co. KG (Contractor) and natural persons and legal entities (Customer) to contracts for the sale, delivery, installation and commissioning of photovoltaic systems and the accessories required for them.

1.2. Unless expressly agreed otherwise, these GTC shall apply exclusively. The Customer's terms and conditions and any amendments or additions to these GTC shall apply only if we have expressly agreed to their validity in text form. The Customer's terms and conditions shall not be recognised even if we do not expressly object to them after receiving them.

1.3. Individual agreements and these GTC shall take precedence over statutory provisions to the extent permitted by law. In all other respects, statutory provisions shall apply.

2. Offers / Conclusion of Contract

2.1. Our offers are non-binding unless expressly designated as binding. A contract is concluded when the Customer accepts our offer and we confirm such acceptance in text form or commence performance. The offer may provide otherwise.

2.2. Commitments, assurances or guarantees, as well as agreements deviating from these GTC, shall be binding only if expressly recorded in our offer, our order confirmation or another agreement in text form. A guarantee exists only if expressly designated as such. We are not obliged to provide services not included in the offer, order confirmation or another agreement in text form.

2.3. Cost estimates are prepared to the best of our knowledge but are non-binding unless a binding cost framework has been expressly agreed.

3. Prices and Costs

All prices are exclusive of the applicable statutory value added tax. Packaging, transport, loading and shipping costs, as well as customs duties and insurance, shall be borne by the Customer. Such costs shall be charged to consumers only if expressly agreed in writing. The Customer shall bear the costs of grid connection, commissioning, operation and settlement of electricity fed into or drawn from the grid, unless these costs are expressly included in our scope of services.

4. Hourly Rates

As a rule, we agree fixed prices including installation. Where this is not the case, our services shall be invoiced at the hourly rates specified in the offer and based on actual expenditure. This also includes necessary travel time to and from the site and services required due to cancellation or rescheduling of installation appointments initiated by the Customer or disruptions to installation, provided we are not responsible for the disruption. Only expenses actually incurred and necessary for the order shall be charged.

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5. Purchase Price and Payment Terms

5.1. Before performance begins, the Customer shall make an advance payment equal to the material costs of the system to be installed for the Customer. Final payment, less advance payments received, shall be made after handover. Any differing arrangements agreed with the Customer, for example regarding increased material costs or a payment schedule, shall take precedence. Final payment is due immediately upon receipt of the invoice.

5.2. Partial deliveries and services justified by objective reasons, for example the size of the system and construction progress, are permitted and may be invoiced separately.

5.3. Any entitlement to a cash discount requires an express agreement in text form.

5.4. With the second and each subsequent reminder concerning an outstanding debt, we are entitled to charge the Customer a reminder fee of EUR 10. This does not affect our right to claim additional damages caused by late payment.

5.5. If the payment deadline is exceeded, any concessions granted (discounts, reductions, etc.) shall lapse and be added to the invoice.

5.6. If the Customer defaults on payment under other contractual relationships with us, we are entitled to suspend performance of our obligations under this contract as well until the Customer has fulfilled their obligations, provided that withholding performance is reasonable in light of both parties' interests. This shall not apply if the Customer is a consumer.

5.7. The Customer may set off claims only if the counterclaims have been legally established by a court or acknowledged by us. Consumer Customers may also set off counterclaims that are legally connected to the Customer's payment obligation and in the event of our company's insolvency.

6. Customer's Duties to Cooperate

6.1. The Customer is responsible for obtaining the public-law permits and approvals required for the photovoltaic system unless we have expressly undertaken to obtain them. This applies in particular to permits under heritage protection law. The Customer shall also ensure that no third-party rights, in particular those of neighbouring property owners, co-owners or copyright holders, prevent installation or operation of the photovoltaic system. The Customer shall indemnify us against third-party claims arising from missing consents or permits, unless we expressly undertook the relevant examination or procurement or are responsible for the deficiency.

6.2. The Customer shall ensure that the building, and in particular the roof surface, is suitable and has sufficient load-bearing capacity for installation and operation of the photovoltaic system. We shall inspect circumstances externally apparent to us. We are under no obligation whatsoever to perform a structural assessment of the building or roof. If there are specific indications giving rise to doubts about load-bearing capacity, we may require suitable proof of structural stability and postpone performance until it is provided. If such proof is not provided within a reasonable period, we may withdraw from the contract if performance without it is unreasonable or cannot be carried out professionally. The Customer shall maintain the building and roof surfaces in a condition suitable for installation at their own expense.

6.3. Before installation begins, the Customer shall provide all information and documents required for planning, installation, connection and commissioning. These include, in particular, information on the location of power cables, building service connections, meter locations, earthing and equipotential bonding systems, switch cabinets, communication and network cables, existing surge protection and safety devices, and other cables and installations. The Customer shall inform us of known defects, alterations and special features of the building.

6.4. The Customer shall provide the necessary access to the place of performance on the agreed dates. The Customer shall arrange, at their own expense, any required third-party consents and notifications to and approvals from authorities. This applies in particular if we need to enter neighbouring properties and/or apartments to perform our services. We shall inform consumers of the need for such approvals when the contract is concluded.

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7. Performance of Services

7.1. We shall professionally install the photovoltaic system and, where included in the offer, connect it to the Customer's electrical installation. Where expressly commissioned and technically feasible, we shall handle the technical coordination with the responsible grid operator required for grid connection. We shall undertake registration in the German Federal Network Agency's Market Master Data Register or other notifications only if expressly listed as a service in the offer or order confirmation. The Customer remains the system operator and is responsible for timely granting the necessary powers of attorney, providing accurate data and cooperating with the grid operator, metering point operator and authorities.

7.2. The provision of services, preparation of documents or coordination in connection with claiming financial subsidies is not included in our scope of services and is the sole responsibility of the Customer. Any required specialist contractor's declaration shall be provided to the Customer.

7.3. The Customer may request changes to the agreed services; the Contractor may charge an additional price for changes. Before commencing the changed work, the Contractor shall submit a written offer stating the additional price and inform the Customer of possible effects on the completion date. If no agreement is reached, the Contractor may reject the requested change.

8. Performance Periods and Dates

8.1. If installation cannot be completed on schedule, the Contractor shall inform the Customer immediately of the reasons for the delay.

8.2. Periods and dates shall be reasonably extended or postponed if performance is impeded by force majeure, strikes, lockouts, official measures, shortages of energy or raw materials, unforeseeable delays by our suppliers for which we are not responsible, or other events beyond our reasonable control. As a rule, the extension shall correspond to the duration of the impediment plus a reasonable restart period. We shall inform the Customer of the beginning and end of the impediment where possible and reasonable. If the impediment lasts longer than three months, either party may, after setting a reasonable additional period, withdraw from the unfulfilled portion of the contract if continuation is unreasonable. Statutory rights remain unaffected.

8.3. If the commencement or performance of services is delayed or interrupted by circumstances attributable to the Customer, in particular a breach of the duties to cooperate under Section 6 of these GTC, performance periods and agreed completion dates shall be extended or postponed accordingly. Further statutory claims remain unaffected.

9. Delay in Acceptance

9.1. If the Customer is in delay of acceptance for more than one week (refusal of acceptance, delay in preliminary obligations, etc.) and fails, despite being granted a reasonable additional period, to remedy circumstances attributable to them which delay or prevent performance, we may, while maintaining the contract, dispose of the equipment and materials designated for performance elsewhere, provided that, if performance resumes, we procure replacements within a period reasonable in the circumstances.

9.2. If the Customer delays acceptance, we are entitled to store uninstalled materials and equipment on our premises and charge the necessary storage costs, provided that storage is necessary and the Customer has been informed in advance. The costs must be reasonable and verifiable.

9.3. This does not affect our right to demand payment for services already rendered together with any damages claims and, after granting a reasonable additional period, to withdraw from or terminate the contract.

10. Retention of Title

10.1. Equipment and materials delivered by us but not yet permanently attached to the building shall remain our property until the purchase price under this contract has been paid in full. Where equipment and materials become essential components of the property or building upon installation and retention of title cannot legally continue, retention of title shall apply only to the extent permitted by law. In the event of early termination of the contract, the Customer undertakes to give us access to unpaid equipment and materials

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that can be removed, insofar as legally permissible and reasonable for the Customer. The Customer's statutory rights and third-party rights remain unaffected.

10.2. The Customer shall treat goods subject to retention of title with care and, at their own expense, adequately insure them at replacement value against fire, water damage and theft.

10.3. In the event of seizure of goods subject to retention of title by third parties or other third-party interference, the Buyer shall point out our ownership and notify us immediately in writing so that we can enforce our ownership rights. If the third party cannot reimburse the court or out-of-court costs incurred by us in this connection, the Customer shall be liable for them.

10.4. After reasonable advance notice, we are entitled to enter the location of the goods subject to retention of title to enforce our retention of title, insofar as reasonable for the Customer.

11. Warranty

11.1. The statutory provisions on warranty rights apply. The statutory limitation periods for defect claims apply. As a rule, these are two years from handover of the item. Special statutory provisions establishing a five-year limitation period, in particular for buildings and items used for a building in accordance with their customary purpose that have caused its defectiveness, remain unaffected.

11.2. The Customer must first exercise the right to subsequent performance. Only if subsequent performance fails shall the Customer be entitled to further remedies for defects.

11.3. Upon completion of the agreed delivery, installation, connection and commissioning, the parties shall jointly hand over and function-test the photovoltaic system. The components handed over, operating condition, documents provided and any identifiable complaints shall be documented. Signing the report confirms that handover and functional testing have taken place. It does not constitute acknowledgement that the system is free from defects or restrict statutory rights relating to defects.

11.4. If the Customer fails to attend the notified handover and commissioning appointment, handover and commissioning shall be deemed to have taken place on that day. The same applies if the Customer commissions systems without our presence.

11.4. If we remedy a defect alleged by the Customer, this does not constitute acknowledgement of the alleged defect.

11.5. If the Customer's allegations of defects are unfounded, the Customer shall reimburse our expenses incurred in establishing that there is no defect or in troubleshooting.

11.6. The warranty is excluded if the Customer's technical installations, such as supply lines, wiring, networks and similar facilities, are not in technically sound and operational condition or are incompatible with the supplied items, insofar as this circumstance caused the defect. The same applies to damage to the photovoltaic system resulting from insufficient load-bearing capacity of the building and/or roof that was not apparent to us as a specialist contractor under Section 6.2. In each case, the exclusion applies only insofar as the circumstance caused the defect or damage and we are not responsible for it.

The photovoltaic system and its components are subject to technically induced as well as natural and age-related wear, which may lead to reduced performance. Such wear does not constitute a defect in the photovoltaic system and is excluded from the warranty.

11.7. We do not owe any particular quantity of electricity, annual yield, profitability, payback period or feed-in tariff for the photovoltaic system unless such a characteristic or guarantee has been expressly agreed in text form.

12. Liability

12.1. Except in cases of breach of essential contractual obligations, injury to life, limb or health, or claims under the Product Liability Act, the Contractor shall be liable only for intent and gross negligence. In the event of a slightly negligent breach of essential contractual obligations, our liability is limited to foreseeable damage typical of the contract. Essential contractual obligations are obligations whose fulfilment makes proper performance of the contract possible in the first place and on whose compliance the Customer may

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regularly rely. In all other respects, liability for slight negligence is excluded. The foregoing limitations of liability also apply for the benefit of our legal representatives, employees and vicarious agents to the extent permitted by law.

12.2. Our liability is excluded for damage caused by improper handling, excessive use, failure to follow operating and installation instructions, incorrect installation, commissioning, servicing or maintenance by the Customer or third parties not authorised by us, or natural wear, provided the event caused the damage. Liability is likewise excluded for failure to perform necessary maintenance unless we have contractually undertaken the duty to maintain.

12.3. We shall not be liable for defects or damage to the roof or building arising from the unsuitability of the roof or building for installation and operation of the photovoltaic system. This shall not apply if we have breached our duty under Section 6.2 of these GTC.

12.4. The exclusion of liability also covers the Customer's claims against our employees, representatives and vicarious agents for damage they cause to the Customer while performing this order.

13. Right of Withdrawal for Consumers; Withdrawal Instructions

If the Customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB), they have a right of withdrawal in accordance with the attached withdrawal instructions. This does not apply to contracts that are not concluded with us by means of distance selling.

14. General Provisions

14.1. No oral ancillary agreements exist.

14.2. Amendments or additions to this contract must be made in writing. For the purposes of these GTC, declarations by email and declarations in attachments to emails shall be deemed equivalent to written form.

14.3. German law applies. The UN Convention on Contracts for the International Sale of Goods is excluded.

14.4. The place of jurisdiction for all disputes arising from the contractual relationship between us and the Customer shall be the court having local jurisdiction over our registered office. For consumers domiciled in Germany, the court having jurisdiction under statutory provisions shall be competent.

14.5. Should individual parts of these GTC be invalid, the validity of the remaining parts shall not be affected. The Customer and we undertake, from the perspective of honest contracting parties, to agree on a replacement provision that comes closest to the economic result of the invalid provision.

Lüdenscheid, 26.10.2026

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