

GTC - General Terms and Conditions of CobraSol GmbH**1. Scope**

These General Terms and Conditions (GTC) apply to all deliveries of solar tracking systems (“products”) and related services provided by CobraSol GmbH to entrepreneurs within the meaning of § 14 BGB (German Civil Code).

Any deviating, conflicting, or supplementary terms and conditions of the customer shall not become part of the contract unless CobraSol expressly agrees to their validity in writing.

2. Conclusion of contract

All offers made by CobraSol are subject to change. A contract is only concluded upon written order confirmation by CobraSol or upon execution of the delivery.

3. Scope of services / Customer's planning documents

(1) The scope and type of deliveries and services owed are specified in CobraSol's order confirmation.

(2) The technical design is based on the binding planning and design documents (“Reliance Materials”) to be provided by the customer.

(3) Changes to the agreed scope of services require the written consent of both parties.

4. Delivery dates / Force majeure

(1) Delivery dates are only binding if they have been expressly confirmed in writing.

(2) Events of force majeure, unforeseeable or unavoidable obstacles (including: official measures, raw material shortages, transport disruptions, exceptional weather conditions) shall extend delivery periods appropriately.

(3) Claims for damages due to delayed delivery shall only exist within the scope of Section 8.

5. Prices and terms of payment

(1) Prices are net ex works (EXW Incoterms®), plus packaging, transport, and statutory sales tax.

(2) Invoices are due within the agreed period without deduction.

(3) In the event of late payment, the statutory default interest pursuant to § 288 BGB (German Civil Code) shall apply. CobraSol is also entitled to withhold further deliveries until full payment has been made.

6. Retention of title

- (1) The delivered products remain the property of CobraSol until full payment has been made.
 - (2) Resale or pledging of the goods subject to retention of title is only permitted with the written consent of CobraSol.
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7. Warranty and product guarantee

- (1) Statutory warranty claims are governed by Sections 434 et seq. of the German Civil Code (BGB).
 - (2) In addition, the “Limited Product Warranty for the Solar Tracking System” of CobraSol GmbH, as amended, applies.
 - (3) The product warranty is a voluntary manufacturer's warranty and does not affect statutory warranty rights.
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8. Liability

- (1) CobraSol shall be liable without limitation in cases of intent and gross negligence.
 - (2) In cases of simple negligence, CobraSol shall only be liable for breaches of essential contractual obligations (cardinal obligations) and limited to foreseeable damage typical for this type of contract.
 - (3) Liability for indirect damage, loss of profit, and loss of production is excluded to the extent permitted by law.
 - (4) The limitations of liability do not apply to personal injury or claims under the Product Liability Act.
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9. Termination

Neither party shall have the right to terminate the contract “for convenience.”

(1) Ordinary termination

Neither party shall have the right to terminate the contract without cause.

(2) Extraordinary termination

Termination of the contract shall only be permissible **for good cause**.

Good cause shall be deemed to exist in particular if:

- a party seriously violates its contractual obligations,
- the customer is in default of payment despite a reminder,
- the economic performance of a party is objectively at risk.

(3) Cost consequences

In the event of justified extraordinary termination, the customer shall reimburse all expenses, material orders, and services incurred up to that point that can no longer be canceled.

10. Customer's obligations to cooperate

- (1) The customer shall provide all planning and measurement documents in full, correctly, and in a timely manner.
 - (2) The customer shall ensure that the structural, electrical, and geotechnical requirements at the installation site are met.
 - (3) Delays or additional costs due to incomplete or incorrect customer data shall be borne by the customer.
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11. Confidentiality

All confidential information exchanged within the scope of the contract may not be disclosed or made available to third parties without the consent of the other party.

12. Applicable law and place of jurisdiction

German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for all disputes is the registered office of CobraSol GmbH.

13. Severability clause

Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

Closing clause

In witness whereof, the customer accepts these General Terms and Conditions.