

General Terms and Conditions

Address: 47 Rue Mathias Tresch, 2626 Luxembourg

Managing Director: Michal Purc

Business Register Number: B270450

Identification Number: 2022 24 59185

Business Licence Number: 10153228/2

Business Licence Number: 10153228/3

EU VAT Number: LU34874947

§ 1

Scope and Validity

1. The contractual partner is VOLTMAX Sarl (hereinafter: “VOLTMAX”).
2. These General Terms and Conditions (hereinafter: “GTC”) apply to the planning, sale, supply and installation of photovoltaic systems (hereinafter: “PV”) by VOLTMAX in favour of:
 - a. consumer within the meaning of Article L 010-1 of the Luxembourg Consumer Code of 22 December 2022 in the version applicable at the time of conclusion of the agreement (hereinafter: “LU-CC”), or
 - b. a entrepreneur within the meaning of Article L 010-2 LU-CC of the Consumer Code.
3. A consumer within the meaning of Article L 010-1 LU-CC is any natural person who acts for purposes which are not attributable to his or her trade, business, craft or profession (hereinafter: the “Consumer” or “Client”).
4. A entrepreneur within the meaning of Article L 010-2 LU-CC is any natural or legal person, public or private, acting, including through any other person acting in his or her name or on his or her behalf, for purposes relating to his or her trade, business, craft or profession (hereinafter: the “Entrepreneur” or “Client”).

5. Any other general contractual terms and conditions shall not be recognised unless VOLTMAX expressly agrees to their application in writing.

§ 2

Conclusion of the Contract

1. Information, price lists and any other promotional or commercial materials issued by VOLTMAX do not constitute an offer.
2. On the basis of the information provided by the Client, VOLTMAX shall prepare a proposal for the planning/design, sale, supply and installation of a PV system (hereinafter: the “Offer”) and shall submit it to the Client in written or text form (email). The Offer shall contain the terms and technical specifications of the PV, a preliminary price estimation and preliminary implementation timelines.
3. Following an on-site inspection of the Client’s property, VOLTMAX shall present the Client with an offer which constitutes a quotation for the works. The Parties shall thereafter agree the final financial terms and the remuneration in the Agreement in accordance with § 2.5 GTC.
4. Where the Client accepts the terms of the Offer, the Client shall sign the Offer issued by VOLTMAX and the authorisation form empowering VOLTMAX to apply, in the Client’s name, for any subsidy or financial support related to the PV installation before the competent state or municipal authorities, provided that the Client fulfils the eligibility conditions and at the same time expresses their willingness to take benefit of such a subsid. If the Client wishes to take benefit of pre-financing, the signing of the authorization (pre-financing mandate) by the Client is a condition for concluding the installation contract in accordance with point 2.5. of the GTC.
5. The contract for the services/works provided by VOLTMAX shall be concluded at the moment the Client signs the individual Agreement for the planning, sale, supply and installation of the PV with VOLTMAX in written or text form (including by electronic mail).
6. The Agreement shall in particular contain the individual description of the subject matter of the contract, the essential performance conditions, remuneration details,

payment terms, technical data of the PV system and the estimated implementation deadline.

7. Payment by the Client of the advance payment agreed in the Agreement in favour of VOLTMAX constitutes a condition precedent to VOLTMAX commencing performance and installation works.
8. The Agreement shall be concluded at the Client's choice in the German, English or French language.

§ 3

Performance of the Contract, Mobile Application

1. VOLTMAX shall be entitled to deliver the PV prior to the estimated delivery date and to install the PV prior to the deadline set out in the concluded Agreement. In such case, VOLTMAX shall notify the Client of the new installation date at least three (3) business days in advance, unless the Parties agree otherwise. The Client undertakes to cooperate with VOLTMAX to enable VOLTMAX to meet the new delivery and/or installation date, unless otherwise agreed by the Parties.
2. VOLTMAX shall be entitled to perform partial installations and/or partial deliveries.
3. VOLTMAX shall be entitled to subcontract the performance of the Agreement to third parties (subcontractors) without the prior consent of the Client. The Client hereby agrees thereto. VOLTMAX shall remain fully liable towards the Client for the works of its subcontractors.
4. VOLTMAX shall be obliged to complete the installation within the deadline agreed with the Client in the concluded Installation Agreement. In the event of delay attributable to the Client, VOLTMAX shall be entitled to set the Client an additional reasonable deadline to remove the obstacles and, upon its unsuccessful expiry, to suspend performance of the subject matter of the Agreement or to withdraw from the Agreement for reasons attributable to the Client, without prejudice to VOLTMAX's right to remuneration for works already performed and its right to claim reimbursement of costs and damages.

5. The Client may use the mobile application provided by the manufacturer of the PV equipment to monitor the operation and performance of the PV system after installing such application on an end device (mobile phone, tablet, computer) and provided that the end device has uninterrupted connection to the Internet. At the Client's request submitted in text form, VOLTMAX may, as part of its service, connect the PV system to the existing and functioning Internet network located on the Client's property free of charge, provided that such network has adequate signal coverage at the location of the inverter or communication gateway. Proper functioning of the mobile application requires that the Client has a functioning router with Internet connection, providing coverage at the location of the PV communication devices. VOLTMAX shall not be liable for interruptions, limitations or disturbances in Internet access, nor for improper functioning of the mobile application due to causes beyond VOLTMAX's control, in particular due to the Client's telecommunications infrastructure or the Internet provider. The Parties agree that disturbances in the functioning of the mobile application or in the Internet connection of the PV system shall not constitute a defect of the service or installation and shall not constitute grounds for refusal of acceptance, for complaints, or for asserting any claims against VOLTMAX.

§ 4

Client's Obligations

1. The Client shall ensure that installation of the PV can commence without hindrance, in particular by providing unrestricted access to the installation area. The Client shall ensure that no person interferes with the installation personnel in the execution of the Agreement. The Client shall also provide VOLTMAX free of charge with electricity and water connections, as well as sufficient storage and working space, and shall ensure that unloading and temporary storage of installation materials at the installation site is possible for the duration of the works.
2. The Client shall provide VOLTMAX and its subcontractors, without delay and upon any request by VOLTMAX, with all information relevant to the installation and commissioning of the PV, including technical documents and information concerning any subsidy for installation of the PV at the Client's property, as well as any other information relevant to performance of the Agreement upon VOLTMAX's request. The

- Client shall be invoiced in full for any increased costs resulting from incorrect information provided by the Client or from the Client's failure to provide necessary information.
3. The Client shall not open the packaged PV system delivered by VOLTMAX and shall leave the packaging intact until the installation date. The Client shall properly store the PV system until installation by VOLTMAX so that it is not damaged or destroyed. The Client shall bear responsibility for the PV system after delivery until installation and acceptance.
 4. The Client shall notify VOLTMAX of any changes and/or additional orders sufficiently in advance before commencement of performance of the Agreement. VOLTMAX reserves the right to refuse acceptance of such changes and/or additional orders. Refusal by VOLTMAX to accept changes and/or additional orders shall not affect performance or settlement of the subject matter of the Agreement as individually agreed by the Parties.
 5. The Client shall pay the advance payment for the service in the amount and within the deadlines specified in the Agreement concluded with VOLTMAX, into the bank account indicated in the Agreement, whereby the date of payment shall be the date the funds are credited to VOLTMAX's account. In case of failure to settle the advance in full within the deadline, VOLTMAX shall issue one reminder in text form, granting an additional deadline of no less than five (5) days. Upon unsuccessful expiry of such additional deadline, VOLTMAX shall be entitled to withdraw from the Agreement with immediate effect in text form. In case of withdrawal from the Agreement for reasons attributable to the Client, VOLTMAX may claim a contractual penalty corresponding to the preparation and reservation costs in the amount of EUR 1,000.00 net, which shall not constitute an advance or part of the remuneration; in case the advance payment has already been paid, VOLTMAX shall be entitled to set off such penalty against the received funds, to which the Client gives his irrevocable consent.
 6. The Client's obligation to settle the remuneration due under the Installation Agreement with VOLTMAX shall not depend on whether, when, or in what amount the Client is granted or paid any subsidy for such installation.
 7. Delivery to the Client of the complete technical documentation and documents necessary for proper operation of the PV system, as well as commissioning of the system, shall take place after the Client has settled the full remuneration arising from the Agreement and the final invoice. The Client acknowledges that payment of the full remuneration constitutes a condition for handover of the documentation and

commissioning of the installation system, and that failure to hand over documentation or commission the system for reasons attributable to the Client, in particular due to failure to settle payments, shall not constitute improper performance of the Agreement by VOLTMAX.

§ 5

Retention of Title

PV systems delivered by VOLTMAX to the Client shall remain the property of VOLTMAX until payment in full of the remuneration for the PV agreed in the Agreement concluded between the Parties (retention of title in favour of VOLTMAX).

§ 6

Payment Terms and Set-Off

1. The total remuneration of VOLTMAX, including any subsidy amount, is set out in detail in the Agreement concluded in accordance with § 2.5 GTC. All remuneration amounts listed in the Agreement concluded between the Parties are payable in euro (€) and include the applicable statutory value added tax (VAT).
2. Depending on the subsidy programme applicable to the given PV installation Agreement or in the absence of any subsidy for the Client concerned, VOLTMAX shall be entitled to request full, advance and/or partial payments in accordance with the Agreement and subject to mandatory legal provisions.
3. The permissible amount of advance payments and/or partial payments and the detailed payment schedule, including the number, amount and deadlines for advance and final payments, shall be specified individually in the Agreement, taking into account the rules of the applicable financing model, in particular in the case of prefinancing of subsidies.

4. The payment deadline for the final invoice shall be specified by the Parties in the Agreement. The final invoice shall be issued promptly after completion of the installation of the PV and after execution of the final acceptance protocol.
5. The Client shall fall into default upon expiry of the payment deadline. VOLTMAX shall be entitled to claim statutory default interest for the period of delay.
6. The Client's obligation to pay default interest shall not exclude VOLTMAX's right to claim further damages for losses caused by delayed payment.
7. The Client shall not be entitled to set off its claims against those of VOLTMAX unless the Client's counterclaims have been finally recognised by a competent court or are undisputed and acknowledged in writing by VOLTMAX. The foregoing shall not affect mandatory consumer protection provisions, in particular Client's rights arising from warranty or guarantee, which may be exercised separately without prejudice to the Client's obligation to pay the remuneration on time.
8. The Client may exercise the right of retention only where its counterclaim arises from the same Agreement with VOLTMAX.

§ 7

Acceptance

1. Acceptance of the PV installation shall take place immediately after completion of the installation works by VOLTMAX, no later than seven (7) days from the date of completion of installation works by VOLTMAX. Partial acceptances shall not take place.
2. An acceptance protocol shall be drawn up and signed by VOLTMAX and the Client.
3. The Client shall not be entitled to refuse acceptance of the PV installation (the agreed subject matter of the Agreement) due to minor (non-material) defects.
4. Where VOLTMAX's performance does not conform to the Agreement and the Client duly refuses acceptance, or where acceptance takes place subject to removal of defects specified in the protocol, VOLTMAX shall be obliged to promptly perform in conformity with the Agreement and remedy the defects, to inform the Client of the

expected duration of the defect removal and to notify the Client upon completion of the removal (repair).

§ 8

Force Majeure

1. VOLTMAX shall not be liable for non-performance or improper performance of the Agreement caused by force majeure. Force majeure shall mean any external, extraordinary events that are impossible to foresee or which — even if foreseeable — remain beyond the reasonable control of the Parties, and the effects of which could not have been avoided despite exercising due care.
2. Force majeure events shall include, but shall not be limited to: natural disasters (including floods, storms, hurricanes, fires, earthquakes), extreme weather conditions, epidemics and pandemics, infectious diseases, acts of war or similar war-like events, civil unrest, acts of terrorism, strikes, lockouts, disruptions in supply chains, shortages of raw materials or components, decisions of public authorities, prohibitions, embargoes, administrative restrictions, as well as other events of similar nature.
3. The Party affected by the force majeure event shall notify the other Party of its occurrence and the expected consequences within a reasonable period, no later than within 14 days from becoming aware of the event, in text form.
4. In the event of force majeure, VOLTMAX shall be entitled to suspend performance of the Agreement or to extend performance deadlines for the duration of the force majeure event and its consequences, without the Client being entitled to withdraw from the Agreement, claim reduction of remuneration, or assert any damages. During this period VOLTMAX shall not be in default.
5. If a force majeure event prevents performance of the Agreement for more than 180 days or renders performance permanently impossible or economically unreasonable, VOLTMAX shall be entitled to terminate the Agreement in whole or in part with future effect by submitting a declaration in text form without incurring liability towards the Client.

6. In the event of termination of the Agreement on the basis of this provision, the Parties shall mutually settle the services effectively performed up to the date of termination.
7. The Parties undertake to take all reasonable measures to mitigate the effects of the force majeure event.

§ 9

Warranty (Statutory Liability for Defects)

1. VOLTMAX shall be liable for physical and legal defects of the installation works in accordance with mandatory provisions of Luxembourg law.
2. In the event a defect is identified, the Client shall notify VOLTMAX without undue delay. VOLTMAX shall have the right, in the first instance, to claim the remedy the defect or bring the service into conformity with the Agreement, provided such action is possible and reasonable. If such measures prove unsuccessful, the Client shall be entitled to further rights provided by applicable law.
3. The period of liability for defects of installation works shall be five (5) years and shall commence on the date of acceptance of the PV installation, confirmed by signature of the acceptance protocol.
4. The Parties may individually agree in the Agreement for VOLTMAX to grant an additional paid warranty for supplemental (non-standard) works under the terms specified therein.
5. Minor colour or aesthetic deviations resulting from production processes or material characteristics shall be deemed in conformity with the Agreement and shall not constitute defects.
6. The warranty shall not cover defects or wear and tear resulting in particular from:
 - a) use of the installation contrary to its intended purpose or contrary to instructions,
 - b) modifications, repairs, or interventions made by the Client or third parties without VOLTMAX's consent,
 - c) use of components incompatible with the installation,
 - d) servicing works not performed by VOLTMAX or certified entities,

- e) changes to the installation contrary to technical specifications or manufacturer's recommendations.
7. VOLTMAX reserves the right to introduce technical, constructional or material modifications resulting from technological progress, provided that such modifications do not negatively affect functionality, safety, or agreed parameters of the installation. Such modifications shall not constitute defects.
 8. Irrespective of VOLTMAX's statutory warranty, the Client may benefit from manufacturer warranties for particular PV components, where applicable to the respective product.

§ 10

Liability

1. The Client's right to claim damages is excluded. This exclusion shall not apply to the Client's rights to claim damages arising from injury to life, body or health, or arising from breach of essential contractual obligations (cardinal obligations), nor to liability for other damages caused by intentional or grossly negligent breach of duty by VOLTMAX, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary for achieving the purpose of the Agreement.
2. In the event of breach of essential contractual obligations, VOLTMAX shall be liable for foreseeable damages typical for the Agreement only if caused by simple negligence, unless the Client's claims are based on injury to life, body or health.
3. The limitations set out in §10.1 and §10.2 shall also apply for the benefit of VOLTMAX's legal representatives and vicarious agents if claims are asserted directly against them.
4. The limitations of liability arising from §10.1 and §10.2 shall not apply where VOLTMAX has fraudulently concealed a defect or assumed a guarantee regarding quality of the subject matter. The same shall apply where VOLTMAX and the Client have agreed on a specific quality of the subject matter. The provisions of the Product Liability Act remain unaffected.

§ 11

Right of Withdrawal for Consumers

Consumers shall have a right of withdrawal from the Agreement in accordance with statutory provisions.

§ 12

Withdrawal Terms

Right of Withdrawal:

1. The Consumer shall have the right to withdraw from the Agreement within fifteen days without stating any reason.
2. The withdrawal period shall be fifteen days from the date of conclusion of the Agreement.
3. In order to exercise the right of withdrawal, the Consumer shall notify VOLTMAX (VOLTMAX Sarl, 47 Rue Mathias Tresch, 2626 Luxembourg, Tel.: +352 691 986 312, E-Mail: info@voltmax.lu) of the decision to withdraw from this Agreement by means of an clear declaration (e.g., letter sent by post, fax or e-mail). The Consumer may, but is not required to, use the sample withdrawal form attached.
4. To meet the withdrawal deadline, it shall be sufficient for the Consumer to dispatch the notification of exercise of the right of withdrawal before expiry of the withdrawal period.
5. At the explicit request of the Client, made in the form of a declaration contained in the Agreement, VOLTMAX may commence performance prior to expiry of the withdrawal period. In the event the Client makes such declaration, the Client shall lose the right of withdrawal in relation to the service already performed in accordance with mandatory law. Submission of such declaration results in immediate commencement of performance by VOLTMAX, provided that the payment terms agreed in the Agreement have been fulfilled.

Consequences of Withdrawal – Information for the Consumer:

6. In the event of withdrawal from this Agreement, VOLTMAX shall reimburse the Consumer all payments received from the Consumer, including delivery costs (except for additional costs resulting from the Consumer's choice of a type of delivery other than the least expensive standard delivery offered by VOLTMAX), without undue delay and in any case no later than 14 days from the day on which VOLTMAX was informed of the Consumer's decision to withdraw from this Agreement. For such reimbursement, VOLTMAX shall use the same means of payment as used by the Consumer in the original transaction, unless expressly agreed otherwise; the Consumer shall in no event incur any fees for the reimbursement.
7. If the Consumer requests commencement of performance of the Agreement during the withdrawal period, the Consumer shall pay VOLTMAX an amount proportionate to the works and services already performed by VOLTMAX up to the moment the Consumer notified VOLTMAX of the exercise of the right of withdrawal, relative to the total scope of the subject matter of the Agreement. VOLTMAX hereby informs that in such case it reserves the right to set off from the advance received from the Consumer the remuneration due for proportionally performed works until receipt of the declaration of withdrawal.

End of information on withdrawal terms.

Sample Withdrawal Form:

(If you wish to withdraw from the Agreement, please fill in and return this form)

— VOLTMAX Sarl, 47 Rue Mathias Tresch, 2626 Luxembourg, Tel.: +352 691 986 312, E-Mail: info@voltmax.lu

— I/We (*) *hereby withdraw from the Agreement concluded by me/us (*)*

for the planning, sale, supply and installation of photovoltaic systems() / *provision of the following service (*)*

— Service (*)

— *Ordered on (*) / received on (*)*

— *Name of Consumer(s)*

— *Address of Consumer(s)*

— *Signature of Consumer(s) (only if notifying on paper)*

— *Date*

(*) Delete as appropriate

§ 13

Copyright

1. VOLTMAX reserves ownership rights, copyrights, as well as patent rights and utility model rights to illustrations, drawings, calculations, technical calculations, expert reports and other documents made available or provided to the Client after conclusion of the Agreement. They are intended solely for the purpose of preparing cost estimates and performing the Agreement and may not be reproduced in whole or in part without the express written consent of VOLTMAX.
2. All technical documentation, as well as catalogues, leaflets, certificates, samples, brochures, price lists, etc. shall remain the property of VOLTMAX and shall be subject to applicable legal provisions regarding reproduction, distribution, imitation, and unfair competition.

§ 14

Final Provisions

1. These GTC and Agreements concluded between VOLTMAX and the Client shall be governed by the laws of the Grand Duchy of Luxembourg. Statutory provisions limiting choice of law and application of mandatory rules, in particular rules of the country in which the Client as Consumer has habitual residence, shall remain unaffected.
2. These GTC and individually concluded Agreements shall remain binding in their remaining parts even if individual provisions prove to be invalid. Invalid provisions shall be replaced by statutory provisions, if available. However, if this would constitute an unreasonable hardship for one of the Parties, the Agreement as a whole shall become invalid.
3. Any amendments to this Agreement or its components shall require written form. This shall also apply to any amendments to this clause. Oral supplementary agreements shall be invalid.



VOLTMAX SARL
47 Rue Mathias Tresch
2626 Luxembourg

Register: B270450
VAT number: LU34874947
Business permit No.: 10153228/2, 10153228/3

Status: January 2026