

1. General Information

1.1. The General Terms and Conditions of HIP Solar GmbH (referred to in the following as “HIP Solar GmbH GTCs”) apply exclusively to corporate entities pursuant to section 14 of the German Civil Code (*BürgerlichesGesetzbuch*, BGB). The aforementioned corporate entities are referred to in the HIP Solar GmbH GTCs as either “Purchaser” or “Customer”. Both terms are used synonymously.

1.2. Quotations, orders, commissions and all aspects of their processing are always in accordance with the HIP Solar GmbH GTCs. By placing an order the Purchaser explicitly acknowledges the HIP Solar GmbH GTCs.

2. Scope of Validity

2.1. The HIP Solar GmbH GTCs apply to all current and future transactions with the Purchaser. They apply exclusively to and are valid for all quotations, orders and commissions and the processing of the same. HIP Solar GmbH does not recognise deviating or contradictory Purchaser GTCs. It is not necessary for us to make reference to the non-applicability of Purchaser GTCs in future contracts. This provision does not apply if HIP Solar GmbH has specifically consented to deviating or contradictory terms and conditions in writing.

2.2. In all cases where the HIP Solar GmbH GTCs have no effective provisions, statutory provisions apply exclusively. If HIP Solar GmbH effects deliveries without reservation to the Purchase, despite being aware of Purchaser GTCs which deviate from or contradict our own, this provision nevertheless applies and such actions do not constitute recognition of the aforementioned deviating GTCs.

3. Quotations, Agreements, Order Confirmations

3.1. All agreements between HIP Solar GmbH and the Purchaser must be concluded in written or text format. For the purposes of these HIP Solar GmbH GTCs the phrase “in writing“ always additionally refers to text format. If employees without sole authority to represent the company make declarations, such declarations are without obligation until a person with authority to represent the company has confirmed them in writing.

3.2. All quotations from HIP Solar GmbH are subject to confirmation of quantities, prices and delivery times. They merely constitute a non-binding offer to the Customer to place an order. By placing an order, the Customer makes a binding offer to conclude a sales contract.

3.3. In all cases when quotations or order confirmations from HIP Solar GmbH contain obvious mistakes, typing, printing or calculatory errors, they are not binding for HIP Solar GmbH.

3.4. The presentation of HIP Solar GmbH products on the internet, in any printed medium or at trade fairs does not constitute a legally binding offer. Errors and omissions are always excepted. Minor deviations or technical modifications to products shown in photos and descriptions which do not impair their performance are always possible.

4. Prices

4.1. All prices are calculated on the basis of the Jurawatt Sales Price List which is effective on the delivery date, except when other prices have been agreed in writing with the Customer. All prices are ex-works or warehouse, including loading and packaging but exclusive of freight charges and VAT at the effective statutory rate.

4.2. Price lists and discount rates are subject to change at any time. Entitlement to discounts granted and agreements on special prices cease to be effective as of the first payment reminder. In such cases, HIP Solar GmbH will invoice the difference on the basis of the new valid price list.

4.3. If HIP Solar GmbH's suppliers effect price increases after the conclusion of the contract with the Purchaser and such price increases are not legally objectionable, HIP Solar GmbH has the right to demand a higher price than agreed with the Purchaser, but only corresponding to the supplier's price increase. This does not apply if HIP Solar GmbH has already issued an invoice for goods and services to the Customer. HIP Solar GmbH may also demand a higher price if official charges of all kinds, public levies, taxes, customs duties and similar are raised.

4.4. Invoices issued by HIP Solar GmbH are deemed to have been accepted if the Purchaser makes no written objection to them within 14 days of receipt.

5. Terms of payment

5.1. HIP Solar GmbH invoices are payable free of charge.

5.2. The Customer shall pay invoices immediately upon receipt without deduction unless a different payment deadline is specified on the invoice.

5.3. Any discount deductions which are agreed are subject to the Purchaser having met all previous payment obligations punctually, including payment obligations arising from other contracts with HIP Solar GmbH.

5.4. If the Customer fails to effect payment by the payment deadline, HIP Solar GmbH is entitled to charge default interest of 8% above the effective base rate. HIP Solar GmbH reserves the right to claim additional compensation for default damages.

5.5. Use of a factoring services provider: HIP Solar GmbH reserves the right to engage a factoring services provider. In this case, all Customer receivables are assigned to the factoring services provider. Then, all payments have to be effected with discharging effect to the factoring services provider. The bank details are printed on the invoice. Payments are deemed to have been effected as of the day on which HIP Solar GmbH or the factoring services provider has the amount freely at its disposal. We have the right to determine which claims are offset by the Purchaser's payments pursuant to section 366.2 of the German Civil Code.

5.6. Balance statement: HIP Solar GmbH or the factoring services provider will periodically issue balance statements listing all of the Purchaser's outstanding accounts receivable. If the Purchaser does not object in writing to the balance statement within 14 days of receiving it, the balance statement is deemed to have been confirmed by the Purchaser.

5.7. HIP Solar GmbH or the factoring services provider is entitled to transfer the collection of a debt to a specialist debt collection company if a commercial dunning procedure concludes without payment being effected. In this case, the Purchaser will be required to pay the customary debt collection charges.

5.8. Offsetting by the Purchaser: The Purchaser may only offset payments against undisputed or legally enforceable claims. The Purchaser only has the right to withhold payments if the amount due is based on the same contractual relationship.

6. Shipment and Passing of the Risk

6.1. Shipment route and method: HIP Solar GmbH decides upon the shipment route and method. This also includes the selection of forwarding agent and carrier. All products are shipped ex-works at the expense and risk of the Purchaser. This always applies unless otherwise agreed in writing. Upon dispatch of the products, the risk of accidental loss or deterioration passes to the Purchaser.

6.2. Pick-ups: If it has been agreed that the Purchaser will pick up the products, the products must be picked up without delay after receipt of the ready-for-shipment notification. Otherwise HIP Solar GmbH is entitled to ship or warehouse the products at the expense and risk of the Purchaser and to demand immediate payment for them.

7. Packaging and Disposal

7.1. The Purchaser has exclusive responsibility for the disposal of the packaging, as well as all associated costs and obligations.

8. Part Deliveries

8.1. HIP Solar GmbH is entitled, to a reasonable extent, to make part deliveries and invoice them separately.

9. Delivery Periods, Delivery Dates and Possible Exemption from the Performance Obligation

9.1. HIP Solar GmbH effects deliveries to any address in Germany. The delivery period is approximately 5 weeks commencing on the date of the order. Individually agreed delivery periods take precedence.

9.2. The Customer must ensure availability at the contact details provided (phone, postal address, e-mail). If the Customer is not available, and deliveries are delayed as a result, it shall accept responsibility for the delayed deliveries.

9.3. HIP Solar GmbH's obligation to effect delivery is subject to timely and complete deliveries from its own suppliers. This does not apply if HIP Solar GmbH is to blame for its own suppliers failing to make deliveries or delivering late.

9.4. The specified delivery periods are subject to change due to the fact that the delivery periods and dates agreed between HIP Solar GmbH and the Purchaser do not constitute a contract for delivery by a fixed date. Fixed date deliveries are only binding if HIP Solar GmbH has provided written confirmation of the delivery date.

9.5. Delivery period: The delivery period commences on the date of the final and complete order confirmation. If further items or documents have to be furnished by the Purchaser (e.g. drawings to be drafted by the Purchaser, parts, official permits etc. which are necessary to process the order), HIP Solar GmbH's delivery period commences on the date when all items and/or documents to be furnished by the Purchaser have been received.

9.6. Delivery periods and dates are deemed to have been complied with by HIP Solar GmbH if the goods are dispatched by HIP Solar GmbH on time. If deliveries are to be effected ex-works or warehouse, delivery periods and dates are deemed to have been complied with if the goods are ready for dispatch on time. We fundamentally assume no liability for a delivery delay caused through no fault of HIP Solar GmbH.

9.7. When orders are placed which require several individual deliveries, the non-performance, delayed or defective performance of one individual delivery has no impact on the other deliveries comprising the order. Circumstances over which HIP Solar GmbH has no control – including, for instance, all events of force majeure, particularly strikes, lock-outs, raw material or energy shortages and production stoppages, as well as disruptions or restrictions affecting one or several upstream suppliers, exempt HIP Solar GmbH from the obligation to effect delivery. This exemption applies for the duration of the disruption and the scope of its consequences. In such cases, HIP Solar GmbH shall notify the Purchaser in writing without delay when it becomes evident that the agreed delivery period cannot be complied with.

9.8. Withdrawal from the contract: The Purchaser may withdraw from the contract if HIP Solar GmbH fails to inform the Purchaser promptly, after being requested to do so, of whether HIP Solar GmbH intends to withdraw from the contract or effect delivery within a reasonable time period. In this case, claims for damages due to delayed delivery or compensation in lieu of performance are not admissible. If the quantity of goods in stock is not sufficient to cover the quantity of all goods ordered, for example, due to a disruption in the supply chain, HIP Solar GmbH is entitled to make short deliveries. In this case, it has no further delivery obligation.

10. Retention of Title

10.1. HIP Solar GmbH retains the title to the goods delivered pursuant to section 455 of the German Civil Code (BGB) and subject to the following provisions. The delivered goods to which title has been retained are referred to as "reserved-title goods" in the following.

10.2. The delivered goods remain the property of HIP Solar GmbH until payment has been effected in full of all receivables due to HIP Solar GmbH from the Purchaser in connection with the transaction. This also includes all future receivables from contracts concluded concurrently or later.

10.3. The Customer shall store the reserved-title goods properly and separately from its own and third party items, and label them as the property of HIP Solar GmbH. Any damage to the reserved-title goods must be reported promptly to HIP Solar GmbH. If the Purchaser has insured the reserved-title goods, all claims under the insurance policy are herewith assigned to

HIP Solar GmbH until such a time when all receivables due to HIP Solar GmbH in connection with the transaction have been paid in full.

10.4. The Purchaser may not pledge the goods to which title has been retained or assign them as security. Title retention is not cancelled by the inclusion of individual receivables in a current account or the balancing and acknowledgement thereof. In this case, the reserved-title goods serve as security for HIP Solar GmbH's current account claims.

10.5. The reserved-title goods may be processed by the Purchaser during ordinary business activities or resold subject to the customary terms and conditions under reservation of title.

10.6. Co-ownership as a result of processing: If the Customer combines the reserved-title goods with other items which do not belong to HIP Solar GmbH, HIP Solar GmbH shall become co-owner of the new item. The co-ownership share reflects the value of the reserved-title goods proportionately to the invoiced value of the other items and the processing value. The same applies to the new combined item as to the reserved-title goods. If the Purchaser acquires sole ownership by processing, combining or mixing the reserved-title goods with other items which do not belong to us, HIP Solar GmbH shall acquire co-ownership in the proportion of the reserved-title goods to the other items at the time of combining or mixing. If the Purchaser's object is viewed as the principle object as a result of combining or mixing, the parties agree that, in this case, the Purchaser shall transfer proportionate co-ownership to HIP Solar GmbH. The Purchaser also undertakes to safe keep the thus created exclusively owned or co-owned item for HIP Solar GmbH free of charge.

10.7. All receivables from the resale of the items by the Purchaser to its customers or third parties shall be assigned to HIP Solar GmbH, in the amount of the total amount including VAT, at the time of the sale transaction. This applies irrespectively of whether the reserved-title goods are resold before or after processing, mixing or combining. If the Purchaser has a current account arrangement with his customers which covers payment of receivables from the resale of the goods supplied by HIP Solar GmbH, the Purchaser's receivables under this current account arrangement shall be assigned to us to the extent of the payment due to us from the Purchaser. The receivables from resale shall serve as security to the same extent as the reserved-title goods. The Purchaser is entitled, until such time as we revoke this authority, to undertake collections, to collect receivables from the resale of the reserved-title goods.

10.8. Attachments and other interventions: The Purchaser shall inform HIP Solar GmbH without delay in the event of attachments or other third party interventions involving the reserved-title goods. At HIP Solar GmbH's request, the Purchaser shall provide all required information about the whereabouts of the goods which are the property of or co-owned by HIP Solar GmbH, and information about the assigned receivables pursuant to section and grant HIP Solar GmbH access to its warehouses for inspection and collection of the reserved-title goods.

10.9. Default on payment: In the event of default on payment of 10 % or more of receivables, HIP Solar GmbH is entitled to prohibit the processing of the reserved-title goods supplied and to collect them from the Customer. It is also entitled to prohibit their resale and transfer to another location by the Customer. Collection of the reserved-title goods from the Customer always constitutes withdrawal from the contract. HIP Solar GmbH is also entitled to revoke the direct debit authorisation. In this case, the Purchaser must inform its customers without delay of the assignment of receivables to HIP Solar GmbH and provide HIP Solar GmbH with all information necessary to collect the receivables. The Customer must also provide HIP Solar GmbH with all appurtenant documents without delay.

10.10. HIP Solar GmbH undertakes to release any collateral to which it is entitled at the Purchaser's request if the net realisable value of such exceeds the claims to be secured by more than 10 %. HIP Solar GmbH may select the collateral to be released at its discretion.

11. Warranty

11.1. HIP Solar GmbH warrants that the supplied products are free of defects which would impair their value or utility when used as is customary or contractually agreed. This warranty is in accordance with statutory requirements.

11.2. The agreed quality of the products is as defined in the HIP Solar GmbH product descriptions, unless otherwise agreed between the Customer and HIP Solar GmbH. Public statements, promotions and third party advertising in this connection do not have binding effect for HIP Solar GmbH.

11.3. Information contained in brochures, warranties to third parties, catalogues, circulars and advertisements – including drawings, illustrations, technical data, weights, dimensions and performance specifications - only have binding effect for HIP Solar GmbH if they are confirmed in the order confirmation or in a written quotation. Furthermore, they are only quality guarantees pursuant to section 443 of the German Civil Code if HIP Solar GmbH has specifically confirmed it in writing.

11.4. HIP Solar GmbH reserves the right to modify its products, both in terms of technical specifications and design, without notifying the Purchaser. However, such modifications may not significantly change the product's features, value or function. This also applies if HIP Solar GmbH is not aware of a deviating intention on the Purchaser's part.

12. Defects

12.1. The delivered goods must be inspected by the Purchaser immediately for incorrect delivered quantities, transport damage and obvious defects. If any of the above are ascertained, the Purchaser shall inform HIP Solar GmbH without delay after receipt of the goods. The Purchaser is required to obtain confirmation from the carrier or its authorised agent of damage or incorrect delivered quantities ascertained when the goods are received. If concealed defects are discovered, notification must be provided to HIP Solar GmbH without delay after their discovery and, at latest, within the warranty period. Such notification must be provided in writing and accompanied by the appropriate documents. If the Purchaser intentionally fails to comply with the duty to inspect the goods and provide notification of defects, HIP Solar GmbH is exempted from all liability claims asserted in connection with such defects. This does not apply if the defect was caused through the gross negligence or malicious intent of HIP Solar GmbH, one of its legal representatives or vicarious agents.

12.2. Notifications of defects must contain the following information: date and number of the HIP Solar GmbH order confirmation, delivery note or invoice, manufacturer, commission or serial number of the defective product and description of the defect.

12.3. The Purchaser must initially accept the delivered goods, even if they have obvious defects, transport damage or the consignment is incomplete, unless HIP Solar GmbH would have agreed to their immediate return. If the Purchaser refuses to allow us to inspect the defect on site, all warranty claims against HIP Solar GmbH become void. Persons instructed to inspect the defects are not entitled to recognise defects with effect for HIP Solar GmbH.

12.4. If a product is defective, HIP Solar GmbH is initially entitled, at its discretion, to repair the defect or supply a replacement product unless the Purchaser has a legitimate interest in a specific type of supplementary performance. If the defective product is a solar module, the Purchaser only has the right to receive a replacement product. If subsequent performance is unsuccessful, the Purchaser may either request a reduction in the purchase price or withdraw from the contract. Withdrawal from the contract is not possible on grounds of minor defects. If the Purchaser opts to withdraw from the contract, no further claims for damages or expenses compensation may be asserted. If HIP Solar GmbH cannot be accused of a fraudulent act, claims for compensation in lieu of performance may not exceed the difference between the purchase price and the value of the defective product.

12.5. HIP Solar GmbH accepts no liability for damages caused by the negligent handling, improper use or incorrect storage of the goods. If the supplied product remains in use although it has an obvious defect, HIP Solar GmbH shall only be liable for the original defect. HIP Solar GmbH accepts no liability for damages caused as a result of the continued use of the product.

12.6. If the Purchaser has resold the products and one of its customers provides notification of a defect, HIP Solar GmbH shall exempt the Purchaser from its warranty expenses to the extent that statutory provisions and the circumstances justify claims being asserted against HIP Solar GmbH. If the defective product is returned, HIP Solar GmbH will render subsequent performance by providing a replacement product. If the notification of defects relates to a product from one of HIP Solar GmbH's suppliers, the supplier's customer service shall initially deal with it. HIP Solar GmbH's rights and obligations are not affected by declarations of its suppliers. HIP Solar GmbH reserves the right to pay a reasonable flat-rate amount in advance in addition to the replacement product as compensation of the Purchaser's warranty expenses. If a warranty claim is asserted by one of the Purchaser's customers, HIP Solar GmbH will require written confirmation of this fact from the customer, including a precise description of the defective product. If this is not provided, all warranty claims against HIP Solar GmbH are void.

12.7. Claims under the German Product Liability Act are not affected by the aforementioned limitations on liability.

13. General Liability Limitations

13.1. HIP Solar GmbH has unlimited liability for damages due to the breach of contractual and non-contractual obligations. This applies in cases of malicious intent and gross negligence, as well as fraud. If HIP Solar GmbH negligently breaches a material contractual obligation, our liability to compensate is limited to typical and foreseeable damages under such a contract. All further claims are excluded. This in no way affects our liability under the German Product Liability Act or a warranty, or our liability for personal injury.

13.2. HIP Solar GmbH's warranty and liability obligations cease to apply if our products are modified by the Purchaser or a third party, unless the Purchaser furnishes proof to us that the modification had nothing to do with the damage.

14. Limitation Period

14.1. Warranty claims asserted against HIP Solar GmbH become statute barred within one year of the passing of the risk to the Purchaser. The same applies to warranty claims asserted in connection with defects in our products that are limited in amount pursuant to section 13.1. Otherwise, claims asserted against HIP Solar GmbH become statute barred upon expiry of the statutory limitation periods at the latest.

15. Place of Performance, Legal Venue, Applicable Law

15.1. The places of performance for HIP Solar GmbH deliveries are a) the production plant for ex-works deliveries and b) the warehouse for ex-warehouse deliveries.

15.2. Place of performance for all payments and legal venue for all disputes between the parties is Nuremberg. However, we or a factoring service provider engaged by HIP Solar GmbH are entitled to bring an action against the Purchaser at its general legal venue or the factoring services provider's general legal venue.

15.3. The contractual relationships between HIP Solar GmbH and the Purchaser are exclusively governed by the laws of the Federal Republic of Germany.

16. Data Processing

16.1. Handling of personal data: Generally, the HIP Solar GmbH website can be used without providing personal data. Any data which is collected (name, address etc.) is provided voluntarily. We never pass your data on to third parties without your consent. HIP Solar GmbH does, however, point out that online data transfers are security vulnerable. HIP Solar GmbH also points out that personal data pertaining to the contract partner obtained within the framework of the business relationship will be stored in accordance with the Federal Data Protection Act.

17. Liability for Website Content

17.1. The content of the Jurawatt website was compiled with the greatest of care and is regularly updated. However, HIP Solar GmbH assumes no responsibility as to the accuracy, completeness or currency of such content. HIP Solar GmbH is responsible for own content pursuant to the generally applicable laws. However, we have no obligation to monitor third party information which is transmitted or stored, or a general obligation to actively seek facts or circumstances indicating illegal activity. This does not affect our obligations to remove or block content in accordance with generally applicable laws.

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17.2. Links disclaimer: The HIP Solar GmbH web pages may include links to external websites operated by third parties. We have no influence over the content of these websites. The operators of such websites are exclusively responsible for their content. Without specific points of reference, however, we cannot implement regular content checks on linked websites. If HIP Solar GmbH becomes aware of the content behind links violating laws it will delete the links immediately.

17.3. Copyright: The content of our website is subject to German copyright laws. Full copyright to all drawings, designs etc. created by HIP Solar GmbH is held solely by HIP Solar GmbH. Any use other than the uses permitted under copyright law requires the written consent of the author or creator. If you notice a copyright breach please notify HIP Solar GmbH. If HIP Solar GmbH becomes aware that website content is in violation of laws we will delete the content.