

## **General Terms and Conditions**

of VBS Bau GmbH, St. Ruprechter Str. 90/1, 9020 Klagenfurt am Wörthersee

### **§ 1 General**

These General Terms and Conditions (GTC) govern all business relationships between VBS Bau GmbH and its customers. They apply to all services offered, including photovoltaic systems, storage systems, e-mobility, earthworks, planning, and electrical engineering. The version valid at the time of contract conclusion shall always apply.

Deviating, conflicting, or supplementary terms of the customer shall not become part of the contract unless we expressly confirm this in writing.

All deliveries and services are provided exclusively on the basis of these GTC.

### **§ 2 Offer and Conclusion of Contract**

Our sales documents and offers are non-binding unless expressly designated as binding.

An order signed by the customer is considered a binding contractual offer for two weeks. A contract is only concluded upon our written order confirmation or by delivery.

The scope of services is determined by our order confirmation. Objectively justified, minor changes in execution that are reasonable for the customer and do not impair functionality are deemed approved.

The customer is responsible for obtaining necessary permits, subsidies, or grants, unless expressly agreed otherwise.

The customer bears responsibility that the system can be installed at the designated installation site without damage to the building. In case of doubt, an expert must be consulted.

Unless expressly agreed in writing, the contract does not include consulting services but solely the delivery of goods or installation of the system. In particular, we do not owe tax or legal advice. The customer is obliged to verify whether the system affects third-party rights, especially neighbors, e.g., through light emissions or glare. We expressly point out that the installation and operation of the system may cause emissions that can affect neighbors' interests. We accept no liability for claims from third parties. Should the customer be held liable, they shall fully indemnify and hold us harmless. Claims against us due to such emissions—such as for improvement, price reduction, or contract termination—are excluded.

Necessary permits, subsidies, or grants as well as official notifications and applications shall be obtained by the customer at their own expense unless otherwise expressly agreed in writing. Our support in such procedures does not create any legal obligation.



The customer is responsible for ensuring that the system can be installed at the designated installation site without damage to the building. In case of doubt, they are obliged to have an expert (e.g., structural engineer) check the suitability of the roof structure and roofing before ordering. If we discover deficiencies in suitability during planning or implementation, we are entitled to withdraw from the contract and charge incurred expenses. The same applies to ground-mounted systems, where the customer or third parties must commission static calculations to meet structural requirements. Further claims for damages remain reserved.

Drawings, illustrations, or similar documents are only approximately binding unless expressly agreed otherwise. Customary deviations remain reserved.

### **§ 3 Prices and Terms of Payment**

Unless otherwise agreed, our prices are ex warehouse, excluding packaging and transport insurance. For goods without a list price, the current price on the day of delivery applies. If no fixed price has been agreed, costs may increase if installation work is also to be carried out by us. We are only obliged to notify the customer of unavoidable cost increases of more than 15% at the time of performance, unless the cost increase is within the customer's environment.

The statutory value-added tax (currently 20%) is not included in our prices and will be shown separately on the invoice date.

Fees or grid connection costs and all other expenses charged by the relevant grid operator in connection with grid connection, commissioning, or billing are not included in the price and shall be borne by the customer.

Unless otherwise expressly agreed, prices for purchase and/or installation are payable in full within 14 days of contract conclusion, but no later than before grid connection.

Cash discounts are only granted if expressly agreed in writing.

The customer may only offset claims if their counterclaims have been legally established, are undisputed, or have been acknowledged by us. The customer is only entitled to a right of retention if it is based on the same contractual relationship.

If our cost basis increases before the start of installation, we are entitled to adjust prices accordingly – even for already paid advances. This applies in particular to increased material or labor costs. The basis is the construction cost index published by Statistik Austria (base year 2020) or a successor index. Fluctuations up to 2.9% remain unconsidered; from 3% an adjustment will be made.

We expressly inform private customers in accordance with § 6 para. 2 no. 4 Consumer Protection Act that, after contract conclusion, subsequent price increases are possible due to force majeure (e.g., Covid-19-related restrictions, strikes, raw material shortages, transport problems, war, fire, technical disruptions, etc.), provided these are not attributable to us. The customer confirms by signature that this clause was individually negotiated.



#### **§ 4 Execution and Delivery**

We are entitled to engage third parties to fulfill our contractual obligations.

The start of the delivery period requires the clarification of all technical questions. Compliance with our delivery obligation also depends on timely and proper fulfillment of customer obligations—particularly payment. The right to plead non-performance of contract remains reserved.

Delivery dates are only binding if expressly designated and confirmed as such by us.

If the contract includes installation, the customer must ensure at their own expense that installation, assembly, or commissioning can begin without delay. They must grant us and commissioned third parties the necessary access to the building or site. Delays caused by installation obstacles extend all deadlines. Additional costs and downtime are borne by the customer. If construction risks, hazards, or legal obstacles arise, we may interrupt work and—if possible—submit an offer to remove obstacles. If the customer rejects this or does not remedy defects themselves, we reserve the right not to continue execution. We may charge already incurred expenses.

The customer or an authorized representative must be present during installation to clarify questions immediately. If not and changes are necessary, we are entitled to decide independently, taking into account the customer's known wishes.

If the customer delays acceptance or breaches cooperation obligations, we may claim compensation for damages, including additional expenses. In this case, the risk of accidental loss or deterioration passes to the customer.

Since our assembly teams are planned long in advance, customer-side delays cause significant follow-up problems. If the customer causes delays during or after the start of construction, whether by act or omission, we may charge a flat rate of EUR 90.00 net per hour and per employee, regardless of fault.

Due to tensions or material defects, damage to pipes, fittings, or similar installations may occur during installation or repair work. Also, damages may occur during chiseling work in brittle masonry or to hidden lines. We accept no liability for such damages. Wear parts are subject to the usual service life according to the state of the art; makeshift repairs are of limited durability.

We accept no liability for delays or impossibility due to force majeure (e.g., war, natural disasters, epidemics, pandemics, strikes, theft, technical failures, raw material shortages), even at suppliers. In such cases, agreed deadlines are extended by the duration of the disruption. Only if an impediment lasts longer than 12 months are both parties entitled to withdraw. We will inform the customer of the beginning and end of such circumstances.

Partial deliveries and early deliveries are permissible.



Delays caused by incorrect, incomplete, or subsequently amended customer information are solely the customer's responsibility and do not entitle to delay damages. Any resulting additional costs are borne by the customer.

### **§ 5 Retention of Title**

We retain ownership of the delivered goods or system until full payment has been made. In case of breach of contract by the customer, especially payment default, we are entitled to reclaim the goods after a reasonable grace period. Upon repossession, the contract is considered terminated. The proceeds from resale, less reasonable costs, will be credited against the customer's liabilities.

In case of seizures or other third-party interventions, the customer must inform us immediately in writing so that we can protect our rights. The customer is liable for damages resulting from such interventions unless reimbursed by the third party.

### **§ 6 Liability**

We are liable under statutory provisions if the customer asserts claims for damages based on intent or gross negligence.

For all other breaches, liability is limited to the typically foreseeable damage.

Liability for damages to life, body, or health remains unaffected. The same applies to mandatory claims under the Product Liability Act.

Further liability claims, regardless of legal grounds, are excluded, especially for slight negligence, breaches of duty, or consequential damages. We also accept no liability for possible building damage caused by installation or use (e.g., reduced roof load-bearing capacity).

These liability limitations also apply to our employees, representatives, and vicarious agents. Damages resulting from defective preparatory work by the customer or third parties commissioned by them are not our responsibility.

Yield or profitability calculations prepared by us are non-binding sample calculations. We assume no liability for their accuracy or completeness unless expressly agreed otherwise.

For consumers, statutory limitation periods for damages and warranty claims apply. For entrepreneurs, the period is one year from delivery.

### **§ 7 Documents Provided**

We retain ownership and copyright of all documents provided in connection with the order (e.g., calculations, drawings). They may not be passed on to third parties without our express written consent.

If delivery is based on drawings, samples, or parts provided by the customer, they guarantee that no third-party rights are infringed. In case of third-party claims, the customer shall indemnify us.



## **§ 8 Right of Withdrawal**

We are entitled to withdraw from the contract if essential components are not available, or if the customer fails to meet obligations despite a grace period.

Consumers have a statutory right of withdrawal of 14 days in case of distance contracts or contracts concluded outside business premises.

The withdrawal period begins from contract conclusion (for services) or from receipt of goods (for purchase contracts).

The right of withdrawal does not apply to goods manufactured to customer specifications or clearly tailored to personal needs.

The consumer bears the direct costs of return shipping.

## **§ 9 Warranty**

For consumers, statutory warranty provisions apply. For entrepreneurs, we provide warranty at our discretion by improvement or replacement. If this is not possible, price reduction or contract termination may be claimed.

Entrepreneurs must notify defects in writing within two weeks of receipt. Hidden defects must also be reported within two weeks of discovery.

For used goods, the warranty period for entrepreneurs is one year from delivery. Profitability calculations transmitted by us are non-binding sample calculations; liability is excluded.

## **§ 10 Liability**

We are liable for damages under statutory provisions to the extent these are based on intent or gross negligence.

In cases of slight negligence, liability is excluded except for personal injury.

The liability limitations also apply to our employees and vicarious agents.

Liability for claims by third parties, especially neighbors due to emissions (e.g., glare effects), is excluded.

## **§ 11 Final Provisions**

This contract and all legal relationships are subject to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is our registered office in Klagenfurt. For consumers, this applies only if they have residence or habitual abode there.

Changes and additions to this contract require written form. No oral side agreements exist.

Should individual provisions be invalid, the rest of the contract remains valid. The parties undertake to replace the invalid provision with an economically equivalent one.



## **Annex I: Withdrawal Policy**

Consumers have the right to withdraw from the contract within 14 days without giving reasons.

The period begins from contract conclusion (for services) or from receipt of goods (for purchase contracts).

To exercise the right of withdrawal, a clear declaration must be sent by email to [office@vbs-bau.com](mailto:office@vbs-bau.com).

Consequences of withdrawal: All payments received will be refunded within 14 days from receipt of the withdrawal declaration. We may withhold the refund until the goods have been returned.

The consumer bears the cost of return shipping. The consumer is only liable for any diminished value of goods resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the goods.

## **Annex II: Model Withdrawal Form**

If you wish to withdraw from the contract, please complete this form and return it to:

VBS Bau GmbH, St. Ruprechter Str. 90/1, 9020 Klagenfurt am Wörthersee

[office@vbs-bau.com](mailto:office@vbs-bau.com)

I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following goods (\*)/ the provision of the following services (\*).

Ordered on \_\_\_\_\_ / received on \_\_\_\_\_

Name of consumer(s): \_\_\_\_\_

Address of consumer(s): \_\_\_\_\_

Signature (only if submitted on paper)

Date: \_\_\_\_\_