

General Terms and Conditions of MaxSolar GmbH for the Operation & Maintenance of Photovoltaic Systems

(Version 202504-04)

1. General

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relationships of MaxSolar GmbH, Traunstein, (hereinafter referred to as "MaxSolar") with contractual partners (hereinafter "Client") if the Client is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
- 1.2. These General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the client shall not become part of the contract, even if MaxSolar is aware of them and does not expressly object to their validity in individual cases, unless their validity is expressly agreed to in writing. Silence does not constitute consent.
- 1.3. Individual agreements made with the client in individual cases (including collateral agreements, supplements and amendments) shall always take precedence over these GTC. A written contract or written confirmation from MaxSolar is authoritative for the content of such agreements.
- 1.4. Legally relevant declarations and notifications to be made by the client to MaxSolar after the conclusion of the contract (e.g. setting deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing to be effective.
- 1.5. If these GTC are presented in a translated form, the German-language original version shall prevail, insofar as deviations arise from the translation.

2. Offer, conclusion of contract, prices, documents

- 2.1. Offers from MaxSolar are subject to change unless they are expressly marked as binding.
- 2.2. With the order, the client makes a binding declaration that it wishes to make use of the operation and maintenance services. MaxSolar is entitled to accept the contract offer within two (2) weeks of receipt. Acceptance can be declared in writing, in text form, in electronic form or by MaxSolar taking up the operation management or maintenance services.
- 2.3. The scope of the contractually agreed service shall be determined by MaxSolar's order confirmation, insofar as it is made subject to these GTC. Verbal promises or agreements prior to the order confirmation are non-binding and are replaced by the order confirmation, unless they are expressly designated as binding by the latter. Clause 1 paragraph 4 of the GTC shall remain unaffected.
- 2.4. MaxSolar reserves its property rights, copyrights and industrial property rights to cost estimates, illustrations, drawings, drafts, tools and other documents (hereinafter referred to as "Documents") without restriction.
- 2.5. MaxSolar reserves the right to make changes to the design, the choice of materials, the specification, the system performance and the type of construction even after the order confirmation has been sent without prior notice, provided that these changes do not contradict either the order confirmation or the customer's specification, or provided that the subject matter of the contract and its external appearance do not suffer any loss of quality or other unreasonable changes for the customer as a result.
- 2.6. MaxSolar reserves its property rights, copyrights and industrial property rights without restriction. The client may only use them within the scope of the purpose of the contract. Any use beyond this, in particular copying, distribution, publication, reproduction, editing, redesigning, forwarding, etc. is prohibited and the client is not permitted to edit, redesign, forward to third parties or use for other commercial purposes. If the order is not placed, the documents must be returned to MaxSolar immediately upon request.
- 2.7. If the client provides illustrations, calculations, drawings, drafts, designs, static calculations or other documents, the client shall be liable to MaxSolar for the correctness and completeness of the documents provided. The basis of the contract is the data and information provided by the client. MaxSolar reserves the right to adjust the terms of the contract in the event of deviations from the actual conditions.

3. Scope of service

The scope of service results from the offer and the order confirmation from MaxSolar, which refers to the documentation of the photovoltaic systems (hereinafter "PV system")

Unless otherwise agreed, the operation and maintenance contract includes the following services, and these apply to the system specified in the offer. The technical equipment of the system for monitoring must at least comply with EN IEC 61724-1:2021.

3.1. Operation

- a) MaxSolar monitors the PV system using an internet-based remote monitoring system, collects the data required for trouble-free system operation and evaluates it. The exact scope of services is specified in the offer and the order confirmation. The components and scope of the PV system are described in the technical documentation.
- b) Remote monitoring takes place on working days (Monday to Friday, excluding public holidays) between 08:00 and 17:00 (hereafter "service times"), unless otherwise agreed.
- c) MaxSolar shall provide the client with monitoring reports in text form. Sample reports will be provided on request. MaxSolar provides monthly and annual reports as well as irregular reports in the event of current or planned outages or following work on site. Upon request, the client can also be granted access to the monitoring system so that they can always retrieve current data.
 - a. The monthly reports include
 - I. Key performance indicators (output, energy production, target/actual comparison, PR, irradiation, availability, health index, yield)
 - II. Tickets closed and started in the previous month (incidents)
 - b. The annual reports include
 - I. Key performance indicators (output, energy production, target/actual comparison, PR, irradiation, availability, health index, yield)
 - II. Ongoing, completed tickets and tickets started during the year (incidents) with details of failures, including details of unscheduled maintenance work carried out and repair times
 - III. Statistical analysis of the weather and conditions in the past year
 - IV. Spare parts and consumables used
 - c. Irregular reports are created in the following cases
 - I. Possible failures at inverter level
 - II. Details of the planned power outages in the following 4 weeks
 - III. Any manufacturer's warranty that expires in the next month
 - IV. Condition of the equipment and defects found
 - V. Changes to the safety conditions
 - VI. Work reports
 - VII. Maintenance report with anomalies as photo documentation and recommendations

3.2. Repair and troubleshooting

- a) MaxSolar is obliged to suggest measures to the client to rectify faults or to arrange for them to be rectified as part of the repair work if this is necessary according to the results of remote monitoring, due to on-site maintenance or for other reasons to maintain the functionality of the PV system. Troubleshooting measures are therefore all measures that are necessary to ensure proper system operation in which the PV system can produce the electricity yields to be generated in accordance with its output. The customer is obliged to use only MaxSolar's troubleshooting services.

- b) Measures for fault analysis and fault rectification on site, which are not expected to exceed an amount of EUR 1,700 net (hereinafter "**repair framework**"), can be arranged by MaxSolar immediately and without separate commissioning by the client. The repair framework approved by the client applies per individual fault.
- c) If the nature of the anomaly or defect and the measures to be taken permit this without risk to the Client, Contractor may rectify anomalies or defects identified during the annual on-site maintenance up to an estimated amount of EUR 1,700.00 net (hereinafter "**maintenance repair framework**") immediately and without separate commissioning by the Client as part of the on-site service. The amount approved by the client applies per maintenance appointment. The maintenance repair framework does not give rise to any obligation on the part of the Contractor to rectify anomalies or defects on the maintenance date.
- d) All work for fault analysis and fault rectification on site is not included in the agreed contract price and will be commissioned and remunerated separately.
- e) The following measures are generally not part of the contract and are always ordered separately by the client and invoiced by MaxSolar:
 - o Cleaning work
 - o Work that requires special aids, safety measures or equipment for safe access to the repair site, such as scaffolding or lifting platforms.
 - o Measures for replacing modules
 - o Measures for technical optimization
- f) If warranty or guarantee claims are asserted against third parties, MaxSolar will support the enforcement of the claims to a reasonable extent. However, an examination of the legality and/or enforceability of the claims is not owed. MaxSolar also assumes no responsibility for compliance with any warranty conditions, insofar as these go beyond the contractually agreed scope of services.

3.3. Preventive maintenance

- a) If agreed in the offer and in the order confirmation, MaxSolar will carry out regular on-site and remote maintenance of the system. The services are described in the offer or in the order confirmation. The results are recorded in an annual maintenance report and made available to the client as soon as possible after the maintenance has been carried out.
- b) Information and recommendations for corrective measures in the event of critical anomalies arising from maintenance are made available to the client without delay.
- c) As part of the maintenance, MaxSolar checks the green growth of the system and regularly organizes and monitors the necessary green maintenance work, such as mowing the grass. The costs for the mowing and maintenance work itself are not included in this contract. MaxSolar offers the client the necessary green maintenance work in a separate offer. Alternatively, the client can commission its own green maintenance personnel. MaxSolar will take over the organization and supervision of the work.

3.4. Electrical testing in accordance with regulation DGUV V3 (DIN VDE 0126-23 and VDE 0105-100)

- a) If agreed, MaxSolar will regularly carry out an electrical inspection on site in accordance with DGUV V3. The services are described in the offer or in the order confirmation. The results are recorded in a report and made available to the client as soon as possible after the test has been carried out.
- b) Information and recommendations for corrective measures in the event of critical anomalies arising from maintenance are made available to the client without delay.

3.5. Maintenance of transformers, medium-voltage switchgear and protective devices, including protection tests

- a) If agreed, MaxSolar will carry out regular on-site maintenance of transformers, medium-voltage switchgear and protective devices, including protection testing.
- b) The services are described in the offer or in the order confirmation. The results are recorded in a report and made available to the client as soon as possible after the maintenance has been carried out.
- c) Information and recommendations for corrective measures in the event of critical anomalies arising from maintenance are made available to the client without delay.

3.6. Green maintenance

- a) If agreed, MaxSolar shall manage the vegetation on the system under the following conditions of Sections 3.6 b) and c).
- b) MaxSolar is free to choose the method of leveling the vegetation if it complies with the legal regulations and standards as well as the known system-specific requirements.
- c) In principle, MaxSolar meets the requirements for the most cost-effective solution possible. The goals are:
 - o Keep shading of the modules by vegetation to a minimum
 - o Reduction of increased fire risk due to vegetation
 - o Compliance with the requirements of legal regulations and standards

3.7. System responsibility according to DIN VDE 0105-100

Unless otherwise agreed, the client commissions MaxSolar within the meaning of DIN VDE 0105-100 to bear direct responsibility for the safe operation of the electrical system or system components exclusively for the duration of the respective actual activity belonging to the construction site during the performance of the work under this contract. In all other respects, this obligation shall remain with the Client. It has been clarified between the parties that no operator obligations are transferred to the Contractor with the temporary assumption of technical responsibility for the system. If MaxSolar temporarily assumes responsibility for the system, MaxSolar shall be responsible for the corresponding organization in accordance with DIN VDE 0105-100.

3.8. Subcontractor

MaxSolar is entitled to subcontract the contractually agreed services in whole or in part. Only persons or companies may be subcontracted who provide the services to be rendered on a commercial basis and have the necessary expertise to do so. MaxSolar's liability towards the client remains unaffected by this. The client may object to the commissioning of subcontractors for good cause. MaxSolar will inform the client of the name and address of the subcontractor upon request.

MaxSolar hereby conditionally assigns to the client all warranty and guarantee claims that MaxSolar has against its subcontractors or, if applicable, the contracts with module and inverter manufacturers and the suppliers of transformers, in order to secure the client's claims for performance, defects and damages. The assertion of corresponding claims by the client against MaxSolar remains unaffected by this. The client hereby accepts these assignments. If MaxSolar does not assert claims from the assigned contractual relationships, but the client asserts claims for performance, defects or damages from this contract against MaxSolar, the client is obliged, at MaxSolar's request, to assign the claims from the assigned contractual relationships concurrently against fulfillment of the claims to which the client is entitled under this contract to the respective extent.

3.9. Response times

The parties agree on the following response times between the reporting of a fault by the remote monitoring system and the start of the fault analysis (a) and - taking into account Clause 4 - the start of the fault analysis or fault rectification on site (b). The following response times begin with the reporting of the fault by the remote monitoring system, the fault is reported outside the service times regulated in this contract for remote monitoring

(a) Start of fault analysis according to remote monitoring:

	Summer* before 12:00 noon	Summer* after 12:00 noon	Winter** before 12:00 noon	Winter** after 12:00 noon
String level	48h	48h	72h	72h
Inverter level	12h	24h	24h	72h
Transformer or central inverter (>1.2MW)	6h	next working day*** until 12:00 noon	12h	24h
Shutdown or more than 10 MW	3h	next working day*** until 21:00	6h	24h

* Summer= April - October

** Winter= November - March

*** Working day= Monday-Friday, excluding public holidays in Bavaria or Saturday/Sunday

The response time begins with the transmission of a fault by the remote monitoring system and ends with the start of the fault analysis or report.

(b) Service technician on site (fault analysis or start of troubleshooting on site if a remote diagnosis does not lead to a positive result:

	Summer before 12:00 noon	Summer after 12:00 noon	Winter before 12:00 noon	Winter after 12:00 noon
String level	not specified	not specified	not specified	not specified
Inverter level	2 weeks	2 weeks	2 weeks	2 weeks
Transformer or central inverter (>1.2MW)	2 days*	3 days *	5 days *	5 days *
Shutdown or more than 10 MW	2 days * (Next working day**)	2 days *	2 days *	3 days *

* Days= only working days, no public holidays or Saturday/Sunday

** Next working day possible in many areas in Germany. Determined by the Service O&M department

4. Dates, periods and deadlines

Deadlines or dates are only binding if they have been agreed in text form (e-mail is sufficient). If the client fails to cooperate in time to meet deadlines or dates or rejects three proposed deadlines, the deadlines and dates shall be extended/postponed by the period of hindrance or lack of cooperation and the client shall bear responsibility for any damage resulting from the delay. This shall not apply if MaxSolar is responsible for the delay. MaxSolar is not responsible for events of force majeure and events such as traffic disruptions, including those affecting the international movement of goods, in particular strikes, lockouts, official decrees, etc., which make the provision of the agreed services significantly more than temporarily difficult or impossible for MaxSolar, even in the case of bindingly agreed dates and deadlines; they entitle MaxSolar to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled if the hindrance lasts longer than 4 months. This shall also apply if the mentioned events occur at third parties commissioned by MaxSolar or their commissioned companies.

5. Obligations of the client

- 5.1. The client is obliged to provide MaxSolar with the information required to fulfill its tasks, in particular the complete and up-to-date system documentation including any faults. An overview of the basic information required is included in the offer.
- 5.2. The client shall grant MaxSolar the rights required for communication with third parties and shall take all necessary measures to enable MaxSolar to access the data generated by it to provide the agreed services.
- 5.3. The client shall ensure that the PV system and all equipment are freely accessible to MaxSolar on the agreed dates for the entire period for testing and troubleshooting. If necessary, the client shall provide MaxSolar with the appropriate access keys for itself and its subcontractors. If access to the facilities is not guaranteed on the agreed date and for the entire agreed period, the contractor may charge any additional costs.
- 5.4. The customer must also ensure that individual circuits can be disconnected from the grid at MaxSolar's request during the testing and measuring work.
- 5.5. Upon the conclusion of the contract, the client shall name a contact person for all contractual matters, e.g. receipt of maintenance logs, coordination of appointments, fault reports or commissioning of third parties. The client is entitled to name a different contact person in text form at any time.
- 5.6. The customer is obliged to inform MaxSolar of all work on the PV system carried out by third parties, in particular if the work may have an impact on the data of the remote monitoring system, the yield of the PV system or the health and safety conditions on the PV system, and to document the changes immediately.
- 5.7. The client may only enter the premises within the fence together with suitable persons, i.e. persons qualified in accordance with the applicable electrotechnical regulations and standards (e.g. persons carrying out repairs on behalf of the client) and must inform MaxSolar of this in advance. When entering the premises of the PV system, the client must register at the telephone number specified in MaxSolar's offer and sign out when leaving the premises.
- 5.8. If the client fails to meet its obligations, the obligations and services of MaxSolar shall lapse. If MaxSolar incurs additional expenses due to incorrect or missing information, these will be invoiced separately.
- 5.9. Upon request, the client shall authorize MaxSolar to obtain load profile data. Among other things, this facilitates communication with the responsible grid operator.

6. Prices and terms of payment

- 6.1. The prices stated in the offer are subject to the applicable statutory value added tax.
- 6.2. Unless otherwise agreed, the price of the flat-rate remuneration shall be adjusted according to the following criteria: If the consumer price index for Germany (CPI) published by the Federal Statistical Office on the basis of the year 2020 = 100 changes by more than five percent compared to the consumer price index of the year in which the contract was concluded (initial index) or after the 1st adjustment and all subsequent adjustments in each case as at 01.01. prior to the last adjustment, the amount of the aforementioned remuneration rate(s) shall be adjusted upwards or downwards in the same percentage ratio at MaxSolar's request. It is MaxSolar's responsibility to ensure that the remuneration is adjusted in good time. Should the aforementioned price index cease to apply in the future, the contracting parties undertake to agree on a corresponding, equivalent measure.
- Unless expressly agreed otherwise in the order confirmation, the entire purchase price shall be payable in full within fourteen (14) days of the invoice date and performance of the service. The date of payment shall be determined by the date of receipt of payment by MaxSolar. Upon expiry of the aforementioned payment period, the client shall be in default; this shall also apply if he is not responsible for the late receipt of payment.
- 6.3. If the client is in fault of payment, MaxSolar is entitled to charge the client a reasonable fee of EUR 5.00 for each reminder, unless the client can prove that the actual costs incurred are lower. If the due dates are exceeded or in the event of deferral, MaxSolar is entitled to interest on the due date or deferral at a rate of 8 percentage points p.a. above the respective base interest rate, but at least 8 percent, as well as the lump sum pursuant to § 288 (5) BGB in the amount of 40.00 euros. MaxSolar expressly reserves the right to prove and claim higher damage caused by default. The claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected. If partial payment has been agreed and the client is in arrears with a partial payment, MaxSolar is also entitled to suspend further services until the outstanding partial amount has been paid in full.
- 6.4. The customer may only offset a counterclaim that is undisputed, expressly recognized by MaxSolar or legally established. The customer shall only be entitled to assert a right of retention if the customer's counterclaim stems from the same contractual relationship and is undisputed, recognized by MaxSolar or has been legally established.

7. Warranty

- 7.1. The rights in the event of defects, including MaxSolar's liability for damages, shall be governed by the statutory provisions, unless otherwise agreed.
- 7.2. The customer must give MaxSolar the time and opportunity required for the subsequent performance owed. In the event of a replacement delivery, the client must return the defective product part to MaxSolar in accordance with the statutory provisions.
- 7.3. If a request by the client to remedy a defect proves to be unjustified, MaxSolar may demand reimbursement of the costs incurred as a result from the client.
- 7.4. The supplementary performance owed by MaxSolar shall be deemed to have failed after the third attempt. If the supplementary performance fails, is unreasonable for the customer or has been refused by MaxSolar in accordance with the statutory provisions, the rights of the customer shall be governed by the statutory provisions, considering clause 9.
- 7.5. All warranty and other claims of the Client shall lapse after twelve (12) months from the date of performance.

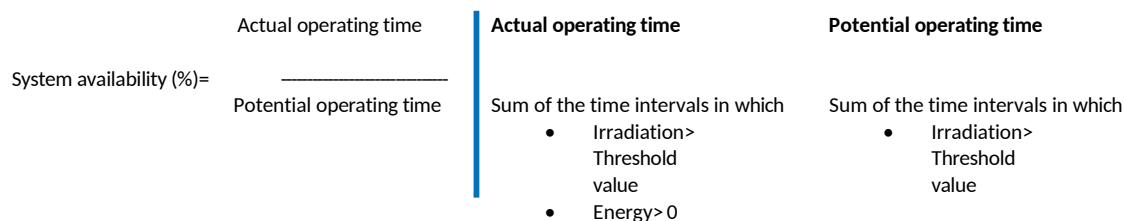
8. Commitment to the availability of the asset

8.1. Definition

The system availability specifies the percentage of availability of a PV system over a certain period of time.

- The system availability is only calculated in intervals in which the irradiation threshold value is exceeded.
- Intervals in which energy data is missing are treated as if the PV system were available.
- The system availability calculation is not available for the current day.

Within the measurement interval, the entire PV system is either available (100%) or not available (0%). If the energy ≠ 0 is within this interval, the availability for this interval is 100%. The availability is only calculated from an irradiation of at least 100 W/m².



Sample calculation:			
Interval	Irradiation (W/m ²)	Energy (kWh)	Result
11	90	10	No rating
12	125	20	100%
13	200	30	100%
14	80	0	No rating
15	250	0	0%
16	200	Zero*	100%
17	150	30	100%
18	130	20	100%
19	110	0	0%
Planned availability			5 / (5+2)= 71.4%

* Zero means that no data is available for this interval.

Tickets with causes that are to be excluded from the availability calculation can be defined.
If in the offer a guaranteed system availability value is defined in %, it starts one (1) month after the start of the contract.

8.2. Conditions

The technical requirements according to the specification of the individual planning by MaxSolar for the recording and evaluation of the sensors and measured values must be met. The contractor is free to decide on and implement improvements that offer an improvement in the evaluation option at its own expense. Immediate and spontaneous (without prior notice) access to the PV system for the contractor and its subcontractors must be guaranteed by the client at all times.

Costly improvements, cleaning work, repairs and the replacement of defective or obsolete components may also be necessary in order to achieve the device performance indicators. The Contractor shall submit corresponding cost estimates with recommendations to the Client within a reasonable period of time. If the Client does not accept these recommendations within a reasonable period of time and has them executed by the Contractor, the assessment of system availability shall be interrupted for the period until these recommendations are commissioned and carried out. Reasonable deadlines for service offers are defined as follows.

Recommendation for cleaning services: 3 days

Recommendation for other services that acutely affect the availability of the systems: 1 day

The Contractor shall also prepare a list of recommended spare parts with cost details and recommend them to the Client at the start of the contract, unless this has already been done by the EPC Contractor. The Client shall order the recommended spare parts and store them near the PV system at its own expense. Access for the contractor must be possible at all times. The logistical handling of the spare parts ordered by the client from MaxSolar shall be undertaken by MaxSolar. Transportation from the warehouse to the site of the PV system shall be carried out by the contractor. If the client does not have parts or the entire spare parts list in stock or if the storage time specified by the manufacturer is exceeded, the resulting delays will not be taken into account when calculating the KPIs. The Client is also entitled to order the spare parts from other suppliers.

8.3. Exclusion from the assessment of system availability

Periods (at least 1 day) of downtime or reduced performance during which the system availability is not calculated are all events that are beyond the Contractor's control. This includes all events that fall under "force majeure" as well as other events that are difficult to plan, e.g.

- Supply bottlenecks and longer delivery times for spare parts and other materials
- Increased and unusual pollution (e.g. Sahara dust)
- Shading over which we have no influence (e.g. growth of trees that do not fall within the area of responsibility or installation, and buildings that had no influence or were not present at the time of planning)
- Regulation by the grid operator or other interventions by authorized third parties
- delays for which the Contractor is not responsible in the handling of warranty or guarantee cases for the Client
- Non-availability resulting from a breach of the client's obligations under this operation and maintenance contract is also not considered.

8.4. Compensation for failure to achieve the promised system availability for which MaxSolar is responsible

If the promised availability is not achieved, MaxSolar shall reimburse the client 0.3% of the annual contract fee for every 0.1 percentage point below the promised value of the agreed system availability. The amount of this compensation is limited to a maximum of 20% of the annual contract fee. It is invoiced by the client with reference to each reference period and is due within 30 days of the invoice being issued.

9. Limitation of liability, compensation

9.1. Claims for damages and reimbursement of expenses by the client, regardless of the legal grounds, are excluded.

9.2. The exclusion of liability pursuant to clause 9.1 above shall not apply

- I. in the event of liability under the Product Liability Act;
- II. in cases of intent or gross negligence;
- III. in the event of culpable injury to life, limb or health;
- IV. in the event of a breach of material contractual obligations, i.e. obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the client regularly relies and may rely.

However, liability for the breach of material contractual obligations shall be limited to compensation for foreseeable damage typical of the contract, unless MaxSolar is liable for intent or gross negligence, for injury to life, limb or health or under the Product Liability Act.

9.3. In the event of liability for simple negligence, MaxSolar's obligation to pay compensation for material damage and resulting further financial losses shall be limited to 100% of the annual contract price, even if this involves a breach of material contractual obligations.

9.4. The client is obliged to take appropriate measures to prevent and minimize damage.

10. Term of the contract

10.1. The contractual relationship begins with the conclusion of the contract in accordance with sections 2.2. and 2.3. above. The contractual term shall commence at the beginning of the contractual relationship and, in the case of projects that have not yet been completed, with the written transmission of the commissioning protocol from the Client to the Contractor. The Client shall endeavor to notify the Contractor of the commissioning of the PV system in good time. Unless otherwise agreed, the contract shall be concluded for a fixed term of twelve (12) years. The term shall be tacitly extended by a further year in each case if the contract is not terminated in writing by one of the contracting parties at least three (3) months before the end of the contract term.

10.2. The extraordinary terminability of this contract is governed by statutory provisions.

10.3. The client has a special right of termination in the event that the damage incurred by him in one year due to the unavailability of the PV system exceeds

the upper limit specified in Section 8.4. The termination must be declared in writing to MaxSolar by the end of the following month.

11. Health and safety regulations

- 11.1. MaxSolar shall always take all reasonable precautions to protect the health and safety of MaxSolar's and subcontractors' personnel. MaxSolar will comply with all obligations and those imposed by applicable law in relation to labor and social security matters, occupational health and safety, prevention of occupational risks and technical and environmental matters.
- 11.2. MaxSolar will take all reasonable precautions to ensure the safety of its employees and the subcontractor's employees on the site and to prevent accidents or injury to persons on or near the site where the work is being carried out. MaxSolar will always comply with safety regulations.

12. Insurance requirements

- 12.1. MaxSolar is obliged to maintain the following insurance cover and to provide evidence of this at the request of the client:
 - o Insurance cover for personal injury with a sum insured of at least EUR 5,000,000
 - o Insurance cover for property damage with a sum insured of at least EUR 1,000,000
 - o Insurance cover for genuine financial losses with a sum insured of at least EUR 1,000,000
- 12.2. The deductible of the insurance specified in Section 12.1. may not exceed the amount of EUR 10,000.
- 12.3. The insurance conditions stipulate that
 - (a) the insurance in question may not be terminated or suspended without the insurer having notified the client in writing at least ten (10) working days in advance, and
 - (b) the insurance in question may not be changed without the prior written consent of the client.

13. Data protection / data security

- 13.1. The contracting parties shall observe the relevant data protection regulations.
- 13.2. MaxSolar is obliged to carry out regular data backups to the required extent. It will also protect its accessible systems against unauthorized access, storage, modification and other unauthorized access or attacks of any kind by third parties. To this end, it shall take appropriate measures to the extent necessary in accordance with the latest proven technology, in particular to protect against viruses and other malware or program routines, as well as other measures to protect its facilities, in particular to protect against break-ins. When using systems that are not under its control, it shall impose corresponding obligations on its contractual partners and regularly monitor compliance with these obligations.

14. Final provisions

- 14.1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
 - 14.2. The exclusive place of jurisdiction for all disputes arising from the business relationship with the client, including these GTC, is the registered office of MaxSolar in Traunstein (Traunstein Local Court, Traunstein Regional Court), insofar as the client is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law. The same applies if the customer does not have a general place of jurisdiction in Germany or if his registered office, domicile or habitual residence is not known at the time the action is filed. However, MaxSolar is also entitled to bring an action at the customer's general place of jurisdiction.
 - 14.3. Should individual provisions of this contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of this contract. The wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.
 - 14.4. There are no verbal collateral agreements.
-