



## 1 Scope

Unless otherwise agreed in writing, the following terms and conditions of BÄCHI POWER apply to the sale of products, the provision of services and the execution of work, unless otherwise agreed in writing. General terms and conditions of the customer or the contractual partner shall not apply. Deviations from these terms and conditions or reference to bindingly applicable regulations are only possible in written form as an additional agreement and then take precedence over the general terms and conditions. The contractual partners acknowledge these GTCs as part of the contract by accepting the order confirmation.

## 2 Offer

Offers from BÄCHI POWER are valid for a limited time. Unless otherwise stated in the offer, the period of fixed prices is 60 days from the date of the offer. List prices, indicative offers, information in brochures, catalogs and in the internet store are non-binding and subject to confirmation until an order confirmation is issued by BÄCHI POWER. We reserve the right to make technical changes to the description of the offer or the presentation in brochures at any time.

## 3 Contracts / Orders / Purchase orders

By signing or accepting the order confirmation, the contractual partners accept the general terms and conditions of BÄCHI POWER. Order confirmations are deemed to be accepted without revocation by the contractual partner within 3 days of the delivery date. If an order is cancelled, the services provided or ordered by BÄCHI POWER must be compensated. Subject to the reservation of asserting further damages, BÄCHI POWER is entitled to assert corresponding claims. Incoming orders become binding with the date of the written order confirmation by BÄCHI POWER. Confirmation of orders is subject to the express reservation that we cannot be held liable for minor deviations in color, design, quality or size.

## 4 Prices / Payments

Unless otherwise agreed, all prices are quoted in Swiss francs, net ex works, plus the statutory value added tax. Additional services such as transport, packaging, storage and the like will be invoiced additionally. The prices do not include duties, customs, taxes, etc. which can be subsequently charged. The terms of payment are, except for special agreements: For customers in Switzerland and the Principality of Liechtenstein: 2/3 of the gross amount when ordering, the remaining amount 30 days after invoicing strictly net. The production order is triggered with the receipt of the first payment. For customers in the European Union: 2/3 of the gross amount when ordering, the remaining amount when the goods are ready for dispatch, the receipt of payment triggers the delivery of the goods. With customers in other countries individual payment conditions are agreed upon. Prices are subject to change due to adjustments of supplier prices. After notice of default, BÄCHI POWER is entitled to charge interest on arrears of 5% and reminder fees of at least CHF 5.00 per reminder without the need for a reminder. Failure to comply with our terms of payment releases BÄCHI POWER from its delivery obligations, but does not release the buyer from his obligation to accept delivery.

## 5 Retention of title

All goods delivered by BÄCHI POWER remain the property of BÄCHI POWER until full payment has been received. BÄCHI POWER is entitled to the expressly recognized right to have a reservation of title or a lien registered at the expense and cost of the customer if the payment conditions are not met.

## 6 Documents and Planning documents

All documents of BÄCHI POWER remain exclusively their intellectual property. They may not be reproduced, given to third parties or otherwise used without permission. Plans and sketches are only approximate. We reserve the right to make technical changes at any time. For consequential damages, which are due to incompatible uses of the planning documents, any liability is rejected. For planning and development orders, the documents and records remain the intellectual property of BÄCHI POWER. Product-specific and project-related peculiarities, which are listed in the order confirmation, in corresponding operating instructions, in special notes or documents, must be taken into account.

## 7 Collection / Delivery / Assembly

The fixing of collection, delivery and installation dates shall be made after careful clarification at the time of order confirmation and subject to normal material procurement and manufacturing possibilities, but without obligation. In the event that the deadlines are exceeded, the contractual partner is not entitled to cancel the order or to claim damages. With the notification for collection ex works, in case of delivery or after completion of agreed installation work, the service/goods / work as well as risk and hazard are tacitly transferred to the contractual partner by signing a delivery bill, a takeover (takeover protocol) or by commissioning. Accordingly, the goods made available, delivered or installed by BÄCHI POWER for collection must be insured by the contractual partner at its own expense against risks such as theft or damage by natural forces immediately after transfer to the contractual partner. In the case of deliveries abroad, all expenses for customs clearance and export processing shall be borne by the customer. If installation work by BÄCHI POWER has been agreed, the necessary services must be provided by the customer, unless otherwise agreed in the order confirmation. The customer is responsible for obtaining the necessary permits. The customer has an obligation to cooperate with BÄCHI POWER. He must provide all information necessary for the correct performance of the work. BÄCHI POWER is not responsible for any damage caused by faulty or incorrect information provided by the customer. If the work is carried out according to the instructions of the customer, BÄCHI POWER is free from all claims if a defect is due to an error on the part of the customer. This applies in particular if BÄCHI POWER has informed the customer about the risks associated with the order and the customer still insists on this execution.

## 8 Warranty / Liability / Complaints

### 8.1 General conditions

If no special guarantee provisions are specified for products and services of BÄCHI POWER in the order confirmation or in these general terms and conditions, the guarantee period is 24 months from delivery ex works. The warranty covers design/manufacturing defects of brand-new products from BÄCHI POWER. No guarantee is given for repair work. General conditions for the assertion of warranty claims are:

- Prior fulfilment of the payment obligations of the buyer. Possible notices of defects do not release from the compliance with the terms of delivery and payment.
- Any defects must be documented and reported immediately and in writing with photographs and complete electronic log files.

If there are no other guarantee provisions to the contrary, BÄCHI POWER can fulfil its obligation at its own discretion by repairing, replacing or offering a discount corresponding to the reduced value. Cancellation and reduction on the part of the purchaser are excluded in any case. BÄCHI POWER is not liable



for damages, consequential damages and pure financial losses incurred by the contractual partner due to defective products, nor for any loss of profit resulting from this. Any further legal claim, also with regard to liability, is excluded. In particular, there is no liability for direct or indirect, consequential or incidental damages resulting from the use of the goods delivered by BÄCHI POWER.

In the event of transport damage, the recipient of the goods must immediately make an appropriate reservation to the transport company and inform BÄCHI POWER of the damage in writing.

The order is deemed to have been fulfilled in full and without defects if the contractual partner does not complain in writing to BÄCHI POWER about the services during or immediately after handover.

## 8.2 Special Conditions Mechanics

Concerns e.g.: Aluminium housing, castors

Guarantee period of 10 years against corrosion and material failure.

## 8.3 Special Conditions Own Products Electronics

Concerns e.g.: Manager Modules

The monitoring modules manufactured by BÄCHI POWER have a warranty period of 24 months from delivery ex works.

## 8.4 Special conditions for third-party products

Corresponds e.g.: inverters, contactors, insulation monitors, switches, LCD, fuses, photovoltaic modules, battery cells

For third party products, the warranty conditions of the manufacturers and suppliers which are noted in the order confirmation apply. For battery cells, the supplier preferred by BÄCHI POWER offers a 12 month standard warranty (as of 01.10.20). This can be extended to 60 months on request and against payment. Please note the desired warranty period when ordering. In case of deviation from the standard warranty, the additional costs incurred will be shown separately in the offer.

## 8.5 Special Conditions Overall Systems

For complete systems delivered and commissioned by BÄCHI POWER, the following warranty is given, the period of time being specified in each case from commissioning on site, after expiry of the "all inclusive" period the "free components" period begins":

Component	„All inclusive“ Period	„Free Components“ Period	Total period
Mechanics	5 years	5 years	10 years
Battery Cells	1 year	4 years	5 years
Electronics	2 years	3 years	5 years

„All inclusive“ Period: Free replacement of defective components without charging for labor and transport

„Free Components“ Period: Defective components will be replaced free of charge, labour and transport will be charged

## 8.6 Exclusion of warranty

Damage caused by improper handling or use is not covered by this warranty. The following damages are explicitly excluded from the warranty:

- Damage caused by transport after delivery and commissioning
- Damage caused by changes to installed systems not carried out or authorized by BÄCHI POWER
- Damage due to unsuitable storage and operating conditions outside the specifications in the operating instructions
- Damage due to lack of regular monitoring of the operation by the operator of the plant. The monitoring must be documented in writing.
- Damage caused by deep discharge due to lack of sunlight for several days. If such conditions are to be expected, the battery must be completely disconnected from all consumers such as monitoring modules
- Damage caused by operation with unsuitable loads, which cause harmful voltage peaks in operation, for example due to high inductances or capacitances, such as strong motors with more than 50% nominal inverter power
- Damage due to excessive power consumption of the connected consumers
- Damage caused by unusual environmental influences such as lightning, floods, earthquakes and similar
- Damage caused by voltage peaks from the public power supply system
- Damage due to exceptional mechanical impact such as collision with vehicles, damage by forklift trucks, falling down, overturning

## 9 Consulting

Consulting by BÄCHI POWER in view of or in connection with the conclusion of a contract, whether in writing (e.g. through tender documents, technical reports, etc.) or orally (by our consultants), is based on experience and is made to the best of our knowledge and belief. Further individual processing of customer requests and clarifications that exceed the effort required for standard sales consulting require a separate planning or project order.

## 10 Place of jurisdiction / Applicable law

The exclusive place of jurisdiction is the registered office of BÄCHI POWER. In any case, Swiss substantive law applies. The Swiss Code of Obligations (OR) shall apply for regulations which are not described in these terms and conditions.