

General Terms and Conditions of Sunmaxx PVT GmbH, Ottendorf-Okrilla/Germany

1. General information

1.1. Deliveries and services of Sunmaxx PVT GmbH (hereinafter referred to as Sunmaxx PVT) shall be provided exclusively in accordance with the following terms and conditions.

1.2. After accepting an offer, an order confirmation or by placing an order, the customer recognizes the terms and conditions of sale and delivery, which shall apply to the entire business relationship with us. Once agreed, the terms and conditions of sale and delivery shall also apply to future contracts.

1.3. Any provision deviating from the Terms and Conditions of Sale and Delivery must be in text form.

2. Contract offers

2.1. All offers made by Sunmaxx PVT are subject to change without notice. The documents belonging to the offer, such as illustrations, drawings, dimensions and weight specifications, are only approximate. Obvious errors, typographical, printing and calculation errors shall not be binding.

2.2. Orders shall only become legally binding upon written confirmation by Sunmaxx PVT. Subsidiary agreements, reservations, etc. of a contract shall require written confirmation by Sunmaxx PVT in order to be valid.

2.3. Sunmaxx PVT reserves its unrestricted property and copyright exploitation rights to cost estimates, drawings and other documents. Any disclosure to third parties or reproduction shall require the written consent of Sunmaxx PVT.

3. Shipping, packaging, Transfer of risk, recycling

3.1. The delivery period shall exclusively be the period stated in the order confirmation.

The agreed delivery period is subject to the condition that all documents required for the execution of the contract have been handed over and agreed payments have been made.

3.2. The obligation to deliver shall not apply if Sunmaxx PVT is prevented from doing so, e.g. due to force majeure or other unforeseeable circumstances that cannot reasonably be expected to be remedied.

3.3. If Sunmaxx PVT is in default of delivery, the Customer may set a reasonable grace period. This shall not constitute a claim for damages. If Sunmaxx PVT fails to deliver within the grace period, the Customer shall be entitled to rescind the contract to the exclusion of any further claims.

3.4. Sunmaxx PVT may suspend delivery without notice if the Customer is in default of payment or if unfavorable financial circumstances of the Customer subsequently become known, such as composition or bankruptcy petitions.

3.5. The Incoterms stated in the order confirmation shall apply exclusively as terms of delivery.

3.6. The delivered goods must be accepted by the customer, even if they have minor defects. Partial deliveries are permissible.

3.7. Sunmaxx PVT GmbH takes back the transport packaging it uses in accordance with the Packaging Ordinance. Please contact us if required:

logistik@sunmaxx-pvt.com or Tel +49 35205 69401 0
Otherwise the customer shall dispose of the pallets / packaging at his own expense.

3.8. Sunmaxx PVT sells exclusively to resellers. As a reseller in the EU, with the exception of Germany, the customer shall be responsible for reporting the solar modules under the WEEE. If, in exceptional cases, the customer acts as an end user, he shall be obliged to inform Sunmaxx PVT accordingly.

4. Prices and terms of payment

4.1. The prices are ex works Ottendorf- Ockrilla/Germany, plus the applicable statutory VAT, plus packaging and shipping, unless otherwise agreed in writing.

4.2. For orders of less than 10 solar modules, Sunmaxx PVT charges an additional packaging fee of €25.

4.3. If a supplier of Sunmaxx PVT makes a price adjustment, Sunmaxx PVT shall also be entitled to increase the prices already agreed with the Customer in the same manner if the Customer is a registered merchant. Sunmaxx PVT's claim for payment shall become due upon provision of the delivery to the Customer.

4.4. Unless otherwise agreed, the invoice amounts shall be payable without deduction within 8 days of the invoice date. An agreed cash discount deduction shall be subject to the timely fulfillment of all obligations of the Customer vis-à-vis Sunmaxx PVT, including those arising from other contracts. Unauthorized discount deductions shall be demanded subsequently. If payment deadlines are exceeded, interest on arrears shall be deemed agreed in accordance with the German Civil Code (BGB), without prejudice to further statutory claims and without warning.

4.5. Objections against invoices and advance payments shall only entitle the customer to defer or refuse payment if there are obvious errors.

4.6. Invoices of Sunmaxx PVT may only be offset against undisputed or legally established counterclaims.

5. Cancellations / changes

Sunmaxx PVT manufactures on an order-related basis. Cancellations or changes to orders by the Customer shall therefore only be valid if they have been confirmed in writing by Sunmaxx PVT.

5.1. Up to 3 months before the confirmed delivery date, 50% of the canceled order amount and up to 2 weeks before the confirmed delivery date 90% of the canceled order amount will be charged to the customer.

5.2. Sunmaxx PVT may unilaterally cancel orders that are designated with the prepayment payment condition at no cost to the Customer as of the second postponement or the second payment not made within the set payment period.

5.3. Cancellation costs from suppliers in the area of merchandise to Sunmaxx PVT that can be clearly assigned to the customer's order shall be passed on to the customer at 100%, regardless of the date of cancellation.

5.4. Sunmaxx PVT shall charge an expense allowance of €50 for changes made by the customer to orders that have already been picked.

6. Liability for defects

In the event of defects, including the absence of warranted characteristics, Sunmaxx PVT shall be liable as follows:

6.1. In the event of visible transport damage, the customer must have the damage confirmed by the carrier on the delivery bill and the delivery receipt. The goods must be inspected immediately for damage. Sunmaxx PVT shall be notified in writing of any damage to the goods within 2 working days by presenting the delivery bill on which the carrier has acknowledged the transport damage.

6.2. Complaints due to recognizable external defects can only be considered if they are made in writing immediately, but at the latest within 7 days of receipt of the goods.

6.3. In the event of justified complaints, Sunmaxx PVT shall, at its option, either rectify the defect or deliver flawless replacement goods. The Purchaser shall have a right of rescission if Sunmaxx PVT allows a reasonable grace period set for the rectification of a defect recognized by Sunmaxx PVT to expire fruitlessly through our fault. In the event of recognized shortages, Sunmaxx PVT may, at its option, either make subsequent deliveries of the shortages or issue a corresponding credit note.

6.4. For damages arising under the warranty due to breach of secondary contractual obligations, due to errors in advice, due to tort, due to culpable breach of the obligation to rectify or replace or for other legal reasons

Sunmaxx PVT or its legal representatives and vicarious agents shall not be liable for any damage or loss that occurs in the event of a breach of warranty, in particular also to the extent that such damage or loss does not occur to the delivery item itself, unless such damage or loss was caused intentionally or an exclusion of liability is not permitted by law for other reasons. In the absence of warranted performance, claims for damages shall also be excluded if the warranties are not precise to avoid consequential damages.

6.5. The limitation period for claims for defects is 2 months, calculated from the transfer of risk. The warranty period for repairs is 3 months, for replacement deliveries or replacement services 6 months. It shall run at least until the expiry of the original warranty period for the object of delivery or service. The above provisions shall not apply if longer periods are prescribed by law.

7. Retention of title

7.1. The delivered goods shall remain our property until all outstanding claims from the business relationship - including until checks have been cashed.

7.2. Resellers shall be permitted to sell our reserved goods in their own name in the ordinary course of business. The purchaser hereby assigns the claim arising from the resale to Sunmaxx PVT. Sunmaxx PVT accepts the assignment. If the goods subject to retention of title are sold after processing or combination with other goods not belonging to Sunmaxx PVT, the assignment of the claim shall apply in the amount of our invoice value of the goods subject to retention of title of Sunmaxx PVT. The Purchaser shall be authorized to collect the assigned claims only as long as it duly meets its payment obligations vis-à-vis Sunmaxx PVT. The Customer shall retain title vis-à-vis its customers until they have paid the purchase price in full.

7.3. The customer shall not be permitted to pledge or transfer by way of security Sunmaxx PVT's reserved goods. Furthermore, the Customer shall be obligated.

Sunmaxx PVT shall immediately notify the customer of any third-party access to the reserved goods. The customer shall be prohibited from agreeing to prohibitions of assignment.

8. Data processing

Sunmaxx PVT shall store the Customer's personal data obtained in the course of the business relationship in accordance with the provisions of the German Federal Data Protection Act.

9. Final provision

9.1. The delivered goods shall remain our property until all outstanding claims from the business relationship have been settled.

- also until the checks are cashed - property of Sunmaxx PVT.

9.2. Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions of the contract. The contracting parties shall, as far as possible, replace the invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.

9.3. The contractual relationships shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

These general terms and conditions apply from 01.01.2023 and supersede all previous terms and conditions.