

## Terms of use

These Terms of Use apply in the version valid at the time of conclusion of the User contract for the registration and use of the "KOSTAL Solar Terminal" of KOSTAL Solar Electric GmbH, Hanferstr. 6, 79108 Freiburg, Germany, [info-solar@kostal.com](mailto:info-solar@kostal.com), <https://www.kostal-solar-electric.com> ("KOSTAL", "we" or "us"), by you as the end User ("User", "you" or "you").

The following terms of use apply to the use of the KOSTAL Solar Terminal of KOSTAL Solar Electric and its affiliated companies as well as the services offered in this relationship.

### 1. Definitions

**Service** means applications such as apps, web stores, online platforms and/or websites provided by us, our affiliated companies or other third parties.

**(Service)Content(s)** means software, software functionalities, data, texts, audio, videos, images, documentation, articles, products and other information to which the User gains access via the Service.

**User** means the owner of a User account.

**User account** means the access authorization to the KOSTAL Solar Terminal

**User Agreement** means the agreement between us and you based on these Terms of Use.

**Registration** means the process of opening a User account during which the User enters his access data.

**Terminal ID** refers to KOSTAL's single sign-on authentication service, which enables access to various services.

**Access data** means identification data that is used to control access to a User account and consists of the User ID (e.g. e-mail address or mobile phone number of the User) and a freely chosen password that is known only to the User.

### 2. Services and availability

2.1 Terminal ID gives you access to various services independent of this registration, including access to the KOSTAL Solar Portal, KOSTAL Solar Webshop, KOSTAL Solar Plan and the content available there. The data required to register for these services is transferred from your User account to the respective service. Registration for the various services offered may require registration via the terminal ID.

2.2 The respective service description provides you with precise information about the scope and exact content of the service.

#### 2.2.1 KOSTAL Solar Portal

By registering in the Kostal Solar Terminal, the User automatically receives the option to use the services of the KOSTAL Solar Portal (<https://www.kostal-solar-portal.com>) with his Terminal ID. This offers the opportunity to ensure convenient, reliable and free monitoring of his PV system and the performance data of his inverter worldwide. By registering in the KOSTAL Solar Terminal, the personal data provided by the respective User is also stored in the KOSTAL Solar Portal.

Use of the "KOSTAL Solar Portal" service is therefore automatically guaranteed. However, the KOSTAL components (e.g. inverters, energy meters) must be connected to the KOSTAL Solar Portal manually on a permanent basis

KOSTAL reserves the right to delete or refuse access to the relevant system data in the event of incorrect information.

All information and results made available in the KOSTAL Solar Portal must be checked by the respective User for consistency and the conclusions to be drawn. The data / information is purely for informational and visualization purposes and does not allow any conclusions to be drawn about guarantee / warranty claims. The User has no right to claim to the permanent availability of all data or information.

KOSTAL Solar Electric GmbH reserves the right to change the site or parts of it without special notice or to remove it temporarily or completely from the website.

KOSTAL, including its affiliated companies, is entitled to use all system and statistically evaluate inverter data. If the system/User is deregistered or deleted, KOSTAL reserves the right to use the anonymized data for statistical evaluation purposes. The respective system and inverter data can also be used for the purpose of faster processing in service cases and for event analysis.

In the event of manipulation of data transmission, the KOSTAL Solar Portal or unauthorized access to all pages made available by KOSTAL, KOSTAL reserves the right to exclude the User in question and to take legal action. KOSTAL also reserves the right to prohibit Users from accessing the KOSTAL Solar Portal and to remove these Users after informing them.

If the User has not actively used the access for more than 12 months, KOSTAL reserves the right to remove the User from the Solar Terminal.

Access to a User's personal systems requires the respective approval of the User./ system owner. If a User revokes unauthorized access, KOSTAL reserves the right to remove access by a potentially unauthorized User.

The data from the KOSTAL Solar Portal is only released for the company's own evaluation purposes. All data presented there consists of average values which have been processed by the portal and are not suitable for billing purposes vis-à-vis third parties. Liability is limited within the scope of Section 7.

## 2.2.2 KOSTAL Solar Webshop

To register in the KOSTAL Solar Webshop <https://shop.kostal-solar-electric.com>, it is necessary to create a User account with personal data via the Terminal ID. In addition to name, address, e-mail address, company, telephone number, other mandatory fields such as VAT ID, billing and shipping address must be completed in order to process purchases in the KOSTAL Solar Webshop.

The KOSTAL Solar Webshop offers the following products, for example: Activation codes, warranty extensions, etc.

In addition to the product prices stated in the online store, any shipping costs incurred shall be borne by the customer. The amount of the shipping costs will be shown accordingly before the order is placed.

Shipment will be made exclusively to the specified delivery address.

In all other respects, the General Terms and Conditions of the KOSTAL Solar Webshop apply.

## 2.2.3 KOSTAL Solar Plan

To register for the KOSTAL Solar Plan <https://plan.kostal-solar-electric.com>, you need to create a B2B customer account with your personal data via the Terminal ID.

With the KOSTAL Solar Plan, designing inverters is very simple. After entering the project data and individual customer data, you will receive a recommendation for a KOSTAL inverter that is tailored to the planned solar system. All solar, hybrid and battery inverters are taken into account. In addition, the customer's electricity consumption is considered and the possible self-consumption and self-sufficiency potential is shown with the help of standard load profiles.

To use the KOSTAL Solar Plan, you must agree to the license conditions for the use of the software. After registering with your personal data via the Terminal ID, you can save and edit project data once it has been created. Otherwise, the terms of use and license conditions of the KOSTAL Solar Plan apply.

KOSTAL, including its affiliated companies, is entitled to statistically evaluate all project data. If the project is deleted, KOSTAL reserves the right to use the anonymized data for statistical evaluation purposes. The respective project data can also be used for the purpose of faster processing in service cases and for event analysis.

2.3 KOSTAL reserves the right to change, supplement or discontinue the services offered at any time, or to limit the use of the services provided for a limited period or to suspend them or to offer them only against payment in the future. There is no entitlement to continuation of the services or parts thereof.

2.4 Some of the services are only accessible to entrepreneurs within the meaning of § 14 BGB (German Civil Code). By registering as a company, you confirm that you are acting in the exercise of your commercial or independent professional activity.

2.5 If you register as a company organization, the Terminal ID gives you the option of assigning roles. This allows them to grant other members within and outside their organization different authorizations to use services on their behalf. The assignment is made exclusively by the User directly, KOSTAL accepts no liability.

2.5 The Terminal ID is provided free of charge; there is no entitlement to uninterrupted use. It is possible that the use of Terminal ID may be interrupted or impaired by maintenance work, further developments or other disruptions, which may also lead to data loss. For example, temporary restrictions or interruptions may occur due to technical faults (e.g. interruption of the power supply, hardware and software errors, technical problems in the data lines).

KOSTAL endeavors to ensure that the services and the Terminal ID can be used without interruption as far as technically and operationally possible.

2.6 In order to use apps, it is necessary to install the respective app on the smartphone or tablet.

The apps are generally available for both Android and iOS operating systems and can be downloaded from the app store under the conditions applicable there. A smartphone data connection is generally required for use and installation. Any costs arising from this will not be borne by KOSTAL.

Further details on availability in app stores, technical requirements, functionalities and operating instructions etc. can be found in the respective service description of the app and the specific functionalities available

Logging in to apps is done via the Terminal ID.

### **3. Registration, setting up the User account, use of access data**

3.1 The use of the Terminal ID requires a User account. Registration is required for this. Registration and use of the Terminal ID are free of charge.

3.2 Only persons of legal age and full legal capacity may register for the Terminal ID.

Minors and persons whose access authorization has been permanently blocked are prohibited from (re-)registering. The registration of a legal entity may only be carried out by an authorized natural person. If the services are only accessible to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), this will be indicated separately in the respective services. By registering for this service, you confirm that you are acting in the exercise of your commercial or independent professional activity.

3.3 During the registration process, you will be asked to enter your access data. These consist of your e-mail address and a freely selectable password, as well as the surname and first name of your address and, if applicable, the UST. ID. However, you always have the option of voluntarily providing further contact details when registering. If the individual services require further data, these will be displayed as mandatory fields.

3.4 Enter certain data (in particular contact details) during registration or when registering or during use of the services, these must be correct. If the data changes in the course of use, the changes must be corrected in the personal settings of the User account.

3.5 By submitting your access data, you are making KOSTAL an offer to conclude a contract of use for a User account on the basis of these Terms of Use.

After you have sent your access data, your User ID will be checked, e.g. by sending a confirmation link to the e-mail address you have provided or by sending a code to the mobile phone number provided (double opt-in). The User account is then active. In order to enable the extended usage options within the scope of commercial use, we first check the data and then activate the User account.

Acceptance by us is finally effected by confirmation of your User account after successful verification, you are then authorized to use Terminal ID in accordance with these Terms of Use.

We reserve the right to refuse acceptance without giving reasons.

3.6 If the application for access is not made as part of your commercial activity, you are entitled to the statutory right of withdrawal. (Section 12.2)

3.7 Registration for the Terminal ID may only take place once; the User contract, registration and User account are not transferable.

3.8 The User bears sole responsibility for the actions carried out under the User account.

3.9 If the registration and login is not carried out by the User personally, the service provider carrying out the registration must obtain authorization/consent in advance.

KOSTAL accepts no liability for the unlawful disclosure of data and reserves the right to block User accounts created on the basis of unlawful disclosure of data and to delete the data.

## **4. Duties and obligations of the User**

4.1 The assigned password must be kept secret and protected against access by unauthorized third parties.

4.2 The User shall ensure that the access data and services are used exclusively by him or a person authorized by him. If the User suspects misuse of his access data, he shall immediately change his password and inform KOSTAL of this. Until such time as the password is changed independently, the User shall be liable for all consequences of misuse of his User account if he is responsible for the misuse.

## **5 Blocking the Terminal ID, access data and User accounts**

5.1 KOSTAL reserves the right to block the Terminal ID, access data and/or the User account permanently or temporarily if

- the User violates the terms of use and/or applicable law
- the User has provided incorrect contact details
- the User has passed on or disclosed the access data without authorization
- KOSTAL has another legitimate interest in the blocking, whereby the legitimate interests of the User are given due consideration.

If the above violations occur repeatedly, even though the User has been informed of them, KOSTAL reserves the right to permanently block the User account and access and to permanently exclude the User from using the Terminal ID. If a block is imposed, the User will be informed of the planned block in advance. If the blocking is due, for example, to a significant breach of duty or serious, repeated breaches of these Terms of Use, KOSTAL reserves the right to block access without prior warning, while safeguarding the legitimate interests of the User.

5.2 KOSTAL will inform the User in this case by email. A permanently blocked access authorization cannot be restored.

## **6. Data protection**

The protection of Users' personal data is important to KOSTAL. All information on data protection can be found in the Privacy policy for the KOSTAL terminal.

## **7. Liability**

7.1 KOSTAL shall be liable without limitation in accordance with the statutory provisions

- for damages resulting from culpable injury to the life, body or health of a person,
- in the event of fraudulent, grossly negligent or intentional acts by KOSTAL, a representative, employee or vicarious agent
- in accordance with the provisions of the Product Liability Act
- to the extent of a guarantee assumed by KOSTAL.

7.2. KOSTAL and its vicarious agents shall only be liable for property damage and financial loss caused by slight negligence in the event of a breach of a material contractual obligation (i.e. obligations whose fulfillment is so essential to the performance of the contract that their non-fulfillment would completely jeopardize the achievement of the purpose of the contract), although the amount shall be limited to the damage foreseeable and typical of the contract at the time the contract was concluded.

7.3. Our liability is otherwise excluded.

7.4. The above limitations of liability also apply in the event of culpability on the part of KOSTAL's vicarious agents and for the personal liability of KOSTAL's employees, representatives and organs.

## **8. Contract term and termination of use**

8.1 The term of the Contract of Use and the Terms of Use apply with registration in the KOSTAL Solar Terminal and is concluded for an indefinite period.

8.2 Ordinary termination

- a) If the User has only concluded the contract for the use of the Terminal ID, this can be terminated at any time without notice and the User account closed. The termination can be sent to [info-solar@kostal.com](mailto:info-solar@kostal.com) by email or by post to KOSTAL Solar Electric GmbH, Hanferstr. 6, 79108 Freiburg.
- b) If the User uses one or more services, he can terminate the contract for the use of the KOSTAL Solar Terminal can only be terminated together with the contracts of use for the services at the times specified therein.
- c) KOSTAL reserves the right to terminate the contract with a notice period of three (3) months. The right to block the User account in accordance with Section 5 and to make changes in accordance with Section 9 remain unaffected.

8.3. The right of the parties to terminate the contract for good cause without observing a notice period remains unaffected.

8.4. Termination will result in the Terminal ID no longer being accessible to the User and all authorizations for use under these Terms of Use will expire.

At the same time, access to the services used by the User ends with the termination.

In the event of termination of the Terminal ID User contract, KOSTAL is entitled to irretrievably delete all data created in the course of your registration within ninety (90) calendar days of the termination taking effect, unless any statutory retention periods prevent this. For personal data, the regulations on data protection apply with priority, which may also require earlier deletion.

If the User has not actively used the access for more than 12 months, KOSTAL reserves the right to remove the User from the Solar Terminal.

## **9. Contract amendments**

9.1 Changes to these Terms of Use

KOSTAL reserves the right to change the conditions of use and registration for the KOSTAL Solar Terminal at any time, even within the existing contractual relationship. The User will be informed of any changes when logging in for the first time or using a service for the first time after the change comes into force.

The User must agree to the amended terms of use. If the User refuses consent, the contractual relationship shall be terminated in accordance with section 8.

9.2 Changes to the services

KOSTAL is entitled to change the scope of services at any time, to make new functionalities available free of charge or against payment, to make previously free functionalities against payment and to

discontinue the provision of the Terminal ID. The User will be informed prior to the changeover from free to paid functionality.

## **10 Applicable law and place of jurisdiction**

10.1 These Terms of Use are subject to the laws of the Federal Republic of Germany.

For consumers, this choice of law only applies insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which you have your habitual residence. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

10.2 If the User is an entrepreneur within the meaning of § 14 BGB ( German Civil Code), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes is Hagen, Germany.

The same applies if a User does not have a general place of jurisdiction in Germany or if the domicile or habitual residence is not known at the time the action is brought.

## **11. Online dispute resolution platform, participation in the dispute resolution procedure**

11.1 The European Commission provides a platform for online dispute resolution (ODR). This platform is intended to serve as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts and online service contracts. The platform can be accessed at <http://ec.europa.eu/consumers/odr/>.

11.2 KOSTAL is not obliged to participate in a dispute resolution procedure before a consumer arbitration board, therefore we would like to point out that we have decided against this. If you have any questions, comments, complaints or objections, you can contact us at any time using the contact details provided in these terms of use.

## **12. Final provisions**

### **12.1 General**

Should any provision of these Terms of Registration and Use be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by a permissible agreement that comes closest to the economic purpose of the original, invalid provision. The above applies accordingly to the closing of any contractual loopholes.

### **12.2 Cancellation policy**

If you are a consumer within the meaning of § 13 BGB (German Civil Code), you have the right to withdraw from the contract within fourteen days without any reasons.

A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession.

The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, please contact us via:

KOSTAL Solar Electric  
Hanferstr. 6  
79108 Freiburg  
[Info-solar@kostal.com](mailto:Info-solar@kostal.com)



and inform us of your decision to withdraw from this agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

After the revocation, the use of the KOSTAL Solar Terminal and all connected systems (KOSTAL Solar Portal, KOSTAL Solar Webshop, KOSTAL Solar Plan, KOSTAL Solar App, KOSTAL Support Desk) is terminated for you.

Freiburg, 01.06.2024