

PVSYST TERMS AND CONDITIONS SOFTWARE AND CONSULTING

Art. 1 Scope

These Terms and Conditions are fully applicable to any contract between PVsyst SA and a Client wherever he/she may be located.

They apply to the sale of the non-exclusive licence to use PVsyst software as well as to the provision of consulting services by PVsyst SA.

Any derogation from the terms of this contract will have been subjected to a formal and prior written consent by PVsyst SA. PVsyst SA reserves the right to modify these Terms and Conditions of sale at any time; these take effect as soon as they are posted online.

In the event of inconsistencies in the translation of these terms and conditions, the French version shall prevail.

Art. 2 Confidentiality

PVsyst SA guarantees that all personal information provided by the Client via the www.pvsyst.com website will remain confidential. PVsyst SA only uses the information provided to process online orders. The Client's personal data shall never be transmitted to third parties.

Art. 3 Conclusion of the contract

Sales contracts are deemed to be concluded once the Client has agreed to an order or a training, as well as to the price. All payments are firm and final.

Art. 4 Access to PVsyst software

The non-exclusive licence to use PVsyst software is an annual subscription that includes access to all software updates for the duration of the subscription. The subscription is valid for one year and must be renewed on a yearly basis to maintain a valid license. One license per workstation is required. The start of a new subscription is set when PVsyst SA receives payment from the Client and issues him/her with an activation key. The renewal of a subscription begins when PVsyst SA receives payment of the invoice if the subscription has expired or from the end date of the previous subscription if it is still valid. The annual PVsyst7 subscription must be renewed no later than on the anniversary date if the user wishes to continue using the software without any interruption.

The annual subscription implies that the Client places an online order whilst accepting these Terms and Conditions of sale. Once the product has been delivered, no refund shall apply. The one-month trial version enables the user to test the functionality of the software.

The exact registered user company name in the PVsyst account will appear on the printed reports.

Art. 5 Customer identification

The customer ID is assigned per company (one legal entity, with the same company name and in the same country) with a single billing address. The billing address will only be modified upon issuance of an official document that justifies the change. PVsyst SA only provides technical support to the end user located in the country registered in the PVsyst customer account.

Art. 6 Order and distribution terms

The annual subscription to PVsyst7 software is done directly online.

The activation key and paid invoice will be provided to the end user following payment of the full amount due.

Consulting services will be provided subject to the payment of the full amount due.

No discount will be granted based on early settlement.

Art.7 Consulting services

7.1 Conditions and invoicing

The online consulting sessions last 2 hours with a maximum of 5 participants per session. The detailed programme of the sessions is established beforehand and provided on the quote issued by PVsyst SA.

Following acceptance of this quote, the session dates are set and mentioned on the invoice.

Payment of the invoice implies acceptance of these general conditions of sale. If a session applies to the study of a specific project, the latter must be submitted no later than 48 hours before the start of the session.

Payment of the invoice must be received no later than 3 days before the start of the session.

7.2 Unfolding of the session

The sessions take place via either the Microsoft Teams platform or a virtual room platform. It is necessary to install the PVsyst software on a computer and to have a headset and a microphone ready to communicate with the speaker during the consulting session.

In the event of a force majeure, PVsyst SA reserves the right to postpone a consulting session to a later date.

In the event of client cancellation less than 24 hours before the scheduled session, PVsyst SA reserves the rights to bill the session.

PVsyst provides no guarantee relating to the results of the simulations carried out during a consulting session and no certification is issued.

Art. 8 Conditions and methods of payment

8.1 Rates

The price list is available on the website. The prices are given net of VAT and in Swiss francs. A rate conversion is displayed in Euros, US Dollars and Pounds Sterling for information. A non-contractual quote for the software can be generated online and in Swiss francs only.

8.2 Methods of payment

Payment can be made online by credit card via Saferpay, or by bank transfer.

Payment by credit card can be done directly while ordering online.

While ordering online, the Client can also request an invoice to be paid by bank transfer. This invoice may be paid either by bank transfer or by credit card.

The invoice can be raised in Swiss francs, Euros, US dollars, or Pounds Sterling and contains the corresponding banking details. A paid invoice is sent to the Client after payment has been received.

The exchange rate is determined by PVsyst SA, according to the day's rate on which the invoice is raised.

All bank charges are to be paid by the Client.

Art. 9 Taxes

9.1 Sale of the software

VAT is applicable on the sale of the non-exclusive licence to use PVsyst software, at the current rate in Switzerland, for clients whose registered home or head office is in Switzerland or in Liechtenstein and is added to the net price.

For clients registered outside Switzerland, Swiss VAT is not applicable, and the non-exclusive licence to use the software is sold net of tax, subject to the following clarifications concerning customers who have their domicile or registered office in a Member State of the European Union.

For customers established in a Member State of the European Union, Swiss VAT is not applicable, and the non-exclusive licence to use the software is sold tax-free, insofar as the customer provides PVsyst SA with a valid intra-Community VAT number when placing the online order. PVsyst SA will check the validity of the intra-Community VAT number provided by the customer on the European VAT Information Exchange System (VIES). If the customer fails to provide a valid intra-Community VAT number, VAT will be applicable to the sale of the PVsyst software and will be added to the net price, at the rate applied in the European Union Member State in which the customer has his domicile or registered office.

Any other tax that may be due in the destination country (country where the customer has his domicile or registered office), including any other sales tax similar to VAT is the responsibility of the User.

9.2 Consulting services

VAT is applicable on the provision of consulting services, at the rate applied in Switzerland, for clients whose domicile or registered office is located in Switzerland or Liechtenstein and is added to the net price.

For clients located outside of Switzerland, Swiss VAT is not applicable, and the consulting services are invoiced tax free, subject to the following clarifications concerning clients whose domicile or registered office is located in a European Union Member State.

For customers based in a European Union Member State, Swiss VAT is not applicable and consulting services are invoiced tax free, on condition that the customer provides PVsyst SA with a valid intra-Community VAT number at the latest when placing the online order. PVsyst SA shall verify the validity of the intra-Community VAT number provided by the client, on the European VAT Information Exchange System (VIES). If a valid intra-Community VAT number cannot be provided, VAT shall be applicable to the consulting services and shall be added to the net price, at the rate applied in the European Union Member State in which the client has his domicile or registered office.

Any other taxes due in the country of destination (country where the client is domiciled or has its registered office), including any other sales tax similar to VAT, shall be borne by the User.

Art. 10 Supplier

The software is available exclusively through PVsyst SA, there are no other authorized suppliers of the software. PVsyst software is only available for download from the following official website: www.pvsyst.com . Only the most recent version of the software is available for sale.

Art. 11 Jurisdiction and applicable law

These terms and conditions and the contractual relationship between both parties are governed by Swiss law. The place of jurisdiction is Geneva.