

PVSYST TERMS AND CONDITIONS SOFTWARE AND TRAINING

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 PVsyst software as well as to the provision of training 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 PVsyst7 license is an annual subscription that includes access to all software updates for the duration of the subscription. 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.

Training will be provided following payment of the full amount due.

No discount will be granted based on early settlement.

Art. 7 Conditions and methods of payment

7.1 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, dollars and pounds sterling for information. A non-contractual quote for the software can be generated online and in Swiss francs only.

7.2 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. 8 Taxes

VAT is applicable on the sale of PVsyst software, at the current rate, 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, VAT is not applicable, and the software is sold net of tax. Any other tax that may be due in the destination country is the responsibility of the User.

VAT is not applicable on the training fee.

Art. 9 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. 10 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.