

Wagner Solar Hungária Kft. General Terms and Conditions

1. Definitions

Unless otherwise stated in these General Terms and Conditions, the following capitalized terms have the following meanings:

GTC	General terms and conditions
GTCT Contractor or Wagner Solar Hungária Kft.	Wagner Solar Hungária Kft. (headquarters: 2120 Dunakeszi, Fóti út 92, representative: Csanád Beleznai, managing director, e-mail address: info@wagnersolar.hu, web address: www.wagnersolar.hu, court registering the company: Pest County Court of Companies, company registration number: 13-09-091411, tax number: 12851607-2-13.) The activities of Wagner Solar Hungária Kft.: distribution, design and installation of products utilizing renewable energy. Retail and wholesale trade, web trade.
Customer or Customer	The natural or legal person who is the subject of the construction contract or contract concluded between the Contractor and the Customer. Customer or Customer means a Residential Customer or Customer and a person who is not a Residential Customer or Customer.
Residential Customer/Customer	The natural person who is the subject of the Execution Contract concluded between the Contractor and the Customer, and who is the subject of the Civil Code. qualifies as a consumer according to A Mechanical System defined in the Construction Contract and a Solar.
System	System considered a household-sized small power plant, which is a small power plant connected to a low-voltage network, the connection power of which does not exceed 50 kVA at a connection point. This term also includes the Solar System used as a capitalized term defined in the Execution Agreement.
Services	Services specified in point 4.2 of the General Terms and Conditions.
Project Cost	The total of fees and costs related to the design, licensing and installation of the system.
Extra work	Work can be performed with additional departures beyond the one-time departure that is not included in the Project Cost amount.
Overtime	Work beyond the completion of the System specified in the Execution Contract and the necessary installation and commissioning works not included in the Project Cost amount.
Ptk.	Act V of 2013 on the Civil Code.
Termék	Renewable energy utilization and other mechanical and electrical products sold by Wagner Solar Hungária Kft.
Purchase price	Purchase price of renewable energy-utilizing and other mechanical and electrical products sold by Wagner Solar Hungária Kft. as specified in the Contract.
Contract	Contract between Wagner Solar Hungária Kft. and the Customer or Residential Customer for the sale of Products distributed by Wagner Solar Hungária Kft.
Execution Agreement	The Execution Agreement between the Contractor and the Customer for the design, authorization and installation of the Solar System, as well as the installation of the Systems (Mechanical System).The property specified in the Construction Contract.
Installation Location	The property specified in the Construction Contract.
Vet.	LXXXVI of 2007 on electricity law.



2. Introductory provisions

- 2.1 These General Terms and Conditions contain the contractual terms of the Execution Contract for the installation of Systems concluded between the Contractor and the Customer, therefore these General Terms and Conditions form an inseparable part of the Execution Contract.
- 2.2 Furthermore, these General Terms and Conditions contain the contractual conditions of the Contract for the sale of Products distributed by Wagner Solar Hungária Kft., therefore these General Terms and Conditions form an inseparable part of these Contracts.
- 2.3 The Contractor informs the Customer that, in the case of a Construction Contract for the installation of a Solar System, the user and the subject of the Network Use Agreement must unanimously declare on the power of attorney that the Customer or his authorized representative will act before the competent distribution licensee regarding the request for connection of the household-sized small power plant to the grid.

3. Subject of the Execution Agreement/Contract

- 3.1 In the case of a solar system, according to Vet. a household-sized small power plant is a small power plant connected to the low-voltage network, the connection power of which does not exceed 50 kVA at a connection point..
- 3.2 The Contractor or its subcontractors involved in the performance will sell the System specified in the Execution Contract and perform the Services specified in point 4.2 of these General Terms and Conditions. The Customer takes over the System and the performance of the Services and pays the Project Cost to the Contractor.
- 3.3 Furthermore, with regard to the Contracts, Wagner Solar Hungária Kft. sells the Product to the Customer, the Residential Customer receives the Product and pays the Purchase Price to Wagner Solar Hungária Kft.

4. System and Services

- 4.1 The Solar Panel System contains the support structure required for placing the solar panel, as well as other materials required for the operational installation and connection of the Solar Panel System to the network. The detailed data and technical content of the System and other necessary materials are defined by the parties in the Execution Agreement.
- 4.2 According to the Execution Agreement, the Contractor provides the following Services to the Customer:

- a) Planning (preparation of the plans necessary for the installation of the System at the Installation Site, for the connection to the network and commissioning in the case of installing a Solar System).
- b) In case of installation of a solar system, preparation and submission of the Connection documentation to the regionally competent power supplier.
- c) Construction of a support structure, if necessary, for the placement of the System.
- d) Installation of the Equipment (solar panels and inverter).
- e) In the case of installing a solar system, building and registering a Wifi module (if the Customer requires this).
- f) In the case of installing a solar system, establishing the connection to the customer's network.

- 4.3 The handover of the installed System and the Services performed will take place at a time predetermined by the Contractor and agreed in advance with the Customer. The Customer is not entitled to refuse performance on the basis of errors of minor importance that do not hinder the intended permanent and prescribed operation and otherwise the performance complies with these General Terms and Conditions and the Execution Contract.

- 4.4 The Contractor separately declares and the Customer expressly accepts that the Contractor assumes responsibility for the type and number of solar panels, inverters, and optimizers included in the Installation Site during the construction of the Installation Site. The type and number of other tools and auxiliary materials used there are installed based on the Contractor's own decision, which does not affect the fee due to the Contractor, which the Customer is obliged to pay regardless of these if the Contractor performs in accordance with the contract.

5. Obligations and rights of the Customer

- 5.1 The Customer declares that he has inspected or had the Installation Site inspected and declares that its static conditions are suitable for the installation of the System. The Customer is obliged to inform the Contractor of any circumstances that may affect the installation of the System. If the Customer makes an untrue statement or misinforms the Contractor, the Customer shall be responsible for compensation for the resulting damages.
- 5.2 In the case of an Execution Contract for a Solar System, the Contractor is not responsible for any existing network and system errors that may be detected. The financial implications of discovering and correcting the defect are borne by the Customer (owner of the Installation Site, user of the Solar System), and the Customer is not entitled to any claims against the Contractor.



- 5.3 The Customer is obliged to pay the Project Cost as specified in the Execution Contract. In case of late payment, the Contractor is entitled to charge the Customer interest on late payment at the rate specified in the Civil Code.
- 5.4 The Customer is obliged to provide the Installation Location to the Contractor in the quality and condition necessary for the installation and operation of the System, and is also obliged to be present at the Installation Location in person or through an authorized representative at the time of installation of the System. The Customer also undertakes to provide the Contractor or its subcontractor with the opportunity to use the washroom during the installation and commissioning of the System.
- 5.5 The Customer is obliged to provide the Contractor with all the documents required for the application and the connection documentation within 5 days of receiving the e-mail from the electrical designer.
- 5.6 The Customer is also obliged to hand over the following documents to the Contractor within 14 days of signing the Execution Contract in order for the Contractor to be able to meet the performance deadlines specified in clause 7 of the General Terms and Conditions:
- signed Execution Contract,
 - In the case of an Execution Contract for a Solar System, a power of attorney issued and signed in the name of the Contractor,
 - In the case of a Construction Contract for a Solar System, an electricity bill no older than 6 months,
 - if necessary: title deed, owner's consent, request for capacity expansion in the case of a solar system execution contract, notification of the completion of roof renovation or in the case of financing or support from the financial service provider, the document approving the financing (proof that the Customer is the credit or mutual bank, received support).
- 5.7 The Customer is obliged to provide the Contractor with all the necessary data to obtain any necessary permits for the performance of the System and Services without delay, and to support him in other ways (e.g. by making legal declarations) during the performance of the Execution Contract.
- 5.8 By signing the Execution Contract, the Customer declares that the documents handed over before the conclusion of the Execution Contract, in order to conclude the Execution Contract, correspond to reality.
- 5.9 The customer is obliged to create the technical conditions necessary for the continuous operation of the System, to establish the appropriate internal network and to carry out the necessary maintenance work. In the event of failure to do so, the Contractor expressly excludes responsibility for the failure of the System and the failure of its operation.
- 5.10 In the case of a Construction Contract for a Solar System, if the modernization and standardization of the measuring site is justified during the verification of the adequacy of the measuring site, the implementation and cost thereof shall be borne by the Customer. The Contractor's performance deadline does not begin until the modernization is completed. The adequacy of the measuring site, the existence of a final meter, and the existence of a suitable connection point are also conditions for the start of the licensing procedure; in the absence of this, the deadline for starting the licensing procedure does not begin.
- 5.11 In the case of a Construction Contract for a Solar System, the Customer is obliged to notify the Contractor in writing of the results of the installation of the ad-vez meter, as well as to immediately forward in writing a copy of any report issued by the installation specialists.
- 5.12 After commissioning and trial operation of the System, the Customer verifies the correct operation of the System and knowledge of its professional use by signing the Commissioning Protocols.
- 5.13 In the event that there is a delivery delay of more than 30 working days due to a reason clearly attributable to the Contractor, the Customer is entitled to compensation for the loss of production, which can be verified on the basis of a manufacturer's simulation, for the period from the 16th working day after the expiry of the delivery deadline agreed in the Execution Contract and the actual delivery deadline, according to the regionally competent power supplier's rate schedule at all times, but up to a maximum of 3% of the Project Cost.
- 5.14 If the Customer does not settle the Project Cost as specified in the Execution Contract and therefore the Contractor terminates the Execution Contract, the Customer must provide the Contractor with access to the Installation Site at an agreed time within 30 days of the payment deadline, in order for the Contractor to install the System, as their owner, may dismantle it at the Customer's expense. In case of decommissioning, the Customer shall pay the full price of the Services and 50% of the material cost to the Contractor instead of the Project Cost specified in the Contract. All reasonable costs related to decommissioning are borne by the Customer. The contractor is not obliged to restore the original condition of the Installation Site after decommissioning. In the event of termination of the Execution Contract for such a reason, the Contractor is entitled to withhold the amount to be paid to the Contractor from the advance payment already paid by the Customer with reference to the above-mentioned decommissioning.



6. Obligations and rights of the contractor

- 6.1 Installing the System and performing the Services.
- 6.2 The Contractor, on behalf of the Customer (or the owner of the Installation Site), submits a request for the performance of the System and Services to the competent power supplier and, after acceptance, prepares and submits the network connection documentation. The Contractor is not responsible for the delay in obtaining permits and approvals issued during these, if the delay is justified by circumstances beyond his control. In this case, the delay automatically extends all deadlines that expire after the delay occurs.
- 6.3 The Contractor is obliged to cooperate with the Customer in all respects during the performance of the Execution Agreement and to act in accordance with the requirements of professional care at all times.
- 6.4 The Contractor is obliged to provide the goods, materials and tools necessary for the performance of the Execution Contract and to store them free of charge until the performance deadline. If, due to the Customer's fault, the Contractor cannot perform within the deadline, in that case the Contractor is entitled to charge a separate fee to compensate for its logistics costs and loss of value of the products, the amount of which, after the completion deadline, is 0.05% of the Project Cost per calendar day, maximum 10% of the Project Cost. At the conclusion of the contract, the Contractor sends this fee to the Customer on a separate invoice, who is obliged to pay it within 3 working days.
- 6.5 The Contractor is obliged to perform his tasks related to the System in such a way that his work does not disturb, hinder or endanger the Customer at the Installation Site.
- 6.6 The Contractor delivers and completes the installation of the System at a time agreed in advance with the Customer, for which he prepares a Commissioning Protocol, one copy of which remains with the Customer and one copy with the Contractor.
- 6.7 The Contractor is obliged to repair any damage caused during the installation of the System immediately at his own expense.
- 6.8 After the construction of the System and 100% settlement of the Project Cost, the Contractor - in the case of a Solar System Construction Contract, if the grid connection documentation has been accepted by the power supplier - declares the System ready report, in order to manage the installation of the supply meter.
- 6.9 The Contractor has the right to install, in place of the System specified in the Construction Contract, technical content that is technically and qualitatively equivalent or better due to the lack of stock of the System specified in the Construction Contract, or if it cannot be performed or secured for other reasons not attributable to the Contractor. In all such cases, the Contractor is obliged to inform the Customer in writing within 10 working days of becoming aware of this. If, due to the reasons set out in this point, the System specified in the Construction Contract cannot be performed or ensured, and as a result of the amendment, the installation of a System with better technical content becomes necessary, due to which the Project Cost increases, the Customer is obliged to pay the increased Project Cost and the Project specified in the Construction Contract Cost difference. In the event of a decrease in the Project Cost, the Contractor is obliged to settle with the Customer the difference due to the decrease in the cost in the final invoice. If the Customer initiates the termination of the Execution Contract due to the reasons set forth in this clause and the Contractor agrees to this, the Contractor is entitled to a failure penalty according to Appendix No. 1 of the General Terms and Conditions, but at the same time, the contract termination fee according to the referenced appendix is not enforced. The Parties also state that the Residential Customer is entitled to terminate the Construction Contract in the event that the Project Cost specified in the Construction Contract increases due to the above. In the event of termination by reference to this, the Residential Customer is obliged to settle the Contract with the Contractor and pay the Services already performed and the costs related to them.
- 6.10 The technical content of the Execution Contract has been prepared in accordance with the currently valid legislation and other regulations. If the scope of the legislation affecting the construction changes before the completion and completion of the work according to the Construction Contract, the Contractor is entitled to amend the Construction Contract.
- 6.11 The Contractor is entitled to involve subcontractors in the performance of the Execution Contract. The Contractor is responsible for the activities of the subcontractor he uses according to the Civil Code. must comply with its provisions.
- 6.12 Wagner Solar Hungária Kft. is entitled to refuse delivery of the System/Product if it obtains information that the resale of the System/Product would violate applicable export control regulations of Hungary, the European Union, the United States of America or other states.



6.13 Wagner Solar Hungária Kft. is entitled to refuse the delivery of the System/Product if it obtains information that the further sale of the System/Product would violate the applicable export control rules of Hungary, the European Union, the United States of America or other states.

7. Completion deadlines, place of performance, work schedule

7.1 The Contractor shall begin the Services specified in these General Terms and Conditions and the Execution Contract within 30 working days from the entry into force of the Execution Contract.

7.2 In the case of a Construction Contract for a Solar System, submission of a claim to the competent distribution licensee within 30 working days from the date of entry into force of the Construction Contract.

7.3 Completion of construction within 60 working days after the approval of the connection documentation required for the Solar System and the license (licensing procedure) of the regionally competent distribution licensee.

7.4 Place of Performance (location and) property specified in the Execution Agreement.

7.5 The condition for handing over the Installation Site to the Contractor:

- a) Entry into force of the Execution Agreement;
- b) In the case of a Construction Contract for a Solar System, connection documentation approved by the regionally competent distribution licensee;
- c) Ensuring by the Customer that the Installation Location is suitable for work.

7.6 Scheduling of Work

7.6.1. During the first work phase, the Contractor assesses the Installation Location and the Customer's needs and, on the basis of this, prepares the contractual offer* deemed most suitable for the Customer and makes a proposal for the System to the Customer. If the Customer accepts the offer, the Contract sent by the Contractor shall be signed and returned within 30 calendar days.

* Quotation process and its costs: For single-family homes and smaller systems such as Installation Locations, the preparation of the quotation is free of charge, the purpose of which is to determine the order of magnitude of the price of the desired System or Service. The clarified price offer is free of charge for Residential Customers on the spot, in the event of the need to get out, a fee is charged, which will be credited from the service fee after the contract is concluded, and which is stated in the 2nd no. annex contains. In the case of offers for industrial-scale systems, as well as offers prepared

for tenders, the price offer is created after several personal, telephone or e-mail consultations, clarification of requirements and, if necessary, an on-site survey. Offering and consulting can generate significant costs on the part of Wagner Solar Hungária Kft., therefore Wagner Solar Hungária Kft. reserves the right to provide these services if the Customer reimburses the costs in part or in whole, according to a prior agreement.

7.6.2. During the second work phase, in the case of a Construction Contract for the Solar System, the Contractor submits the application for connection to the regionally competent distribution licensee, and then sends the connection documentation to the territorially competent distribution licensee within 10 working days after receiving a response from the distribution licensee, and obtains the necessary permits and places orders for the materials required for the installation of the System (in particular: inverter and solar panel), the necessary installation materials, and, if necessary, coordinates the construction work with the authorities.

7.6.3. During the third work phase, the Contractor – in the case of a Construction Contract for a Solar System, after the approval of the connection documentation – performs the installation and commissioning of the System. In the case of a Construction Contract for a Solar System, the assessment and authorization of the documents necessary for the construction is the responsibility of the regionally competent distribution licensee, the Contractor has no influence on the deadline for the completion of the authorization. Complete installation and commissioning by the Contractor means that the installation and trial operation of the System has been carried out, and in the case of an Execution Contract for a Solar System, it is ready for connection to the network when the ad-vez meter is installed. In the case of a Construction Contract for a Solar System, ready installation by the Contractor does not apply to the installation of the supply meter. This is the competence and responsibility of the regionally competent power supplier. The Contractor has no influence on the date of this, therefore its delay cannot be considered as the Contractor's delay in performance, the Contractor excludes his responsibility for this, and the Customer is not entitled to make any legal claims against the Contractor with reference to this. The connection to the grid - after the completion of the authorization procedure - is carried out by the experts of the electricity supplier at the time of installation of the ad-vez meter.

8. Project cost, retention of ownership, fees, settlement

8.1. The invoicing/request for fees is issued as specified in point 7 of the Execution Agreement.

8.2. The Contractor shall retain ownership of the System until they have been permanently put into operation and the Project Cost has not been paid in



full to the Contractor. After the System is put into operation, the System becomes the possession of the Customer, the risk of damage is borne by the Contractor after the System is put into operation, but the Customer is obliged to take all the measures expected of him in order to ensure that it is at his disposal in an undisturbed, operational condition, including especially for the preservation of the condition, as well as the measures taken against theft and vandalism (obligation to take care). If the System is damaged, stolen or damaged, this does not affect the Customer's obligation to pay the fee.

8.3. Contract termination and contract amendment fees

8.3.1. If the Customer wishes to terminate the Execution Contract before the end of the specified period, within 14 days after the notification of use, i.e. within 14 days after the start of the second work phase contained in point 7.6.2, he may initiate the termination of the Execution Contract by mutual agreement with the Contractor in writing. If the Contractor agrees to the termination by mutual agreement, this General Terms and Conditions No. 2 is entitled to the contract termination fee specified in its annex. The Customer is obliged to pay the contract termination fee within 8 days after receiving the relevant invoice

8.3.2. If the Customer wishes to terminate the Execution Contract before the end of the specified period, i.e. beyond 14 days after the start of the second work phase contained in point 7.6.2, but before the submission of the Joining documentation, he may initiate the termination of the Execution Contract by mutual agreement with the Contractor in writing. If the Contractor agrees to the termination by mutual agreement, this General Terms and Conditions No. 2 is entitled to the contract termination fee specified in its annex. The Customer must pay the contract termination fee within 8 days of receiving the relevant invoice.

8.3.3. If the Customer wishes to terminate the Execution Contract before the end of the specified period, after the submission of the Joining documentation, he may initiate the termination of the Execution Contract by mutual agreement with the Contractor in writing. If the Contractor agrees to the termination by mutual agreement, this General Terms and Conditions No. 2 is entitled to the contract termination fee specified in its annex. The Customer is obliged to pay the contract termination fee within 8 days after receiving the relevant invoice.

8.3.4. If the Customer wishes to terminate the Execution Contract before the end of the fixed period, after the start of the third work phase contained in point 7.6.3, when the execution team leaves, he may initiate the termination of the Execution Contract by mutual agreement with the Contractor in writing. If the Contractor agrees to the termination by mutual agreement, this General Terms and Conditions No. 2 is entitled to the

contract termination fee specified in its annex. The Customer must pay the contract termination fee within 8 days of receiving the relevant invoice.

8.3.5. If the Customer wishes to terminate the Execution Contract before the end of the specified period, during the third work phase contained in point 7.6.3 after the installation of the Solar System, he may initiate the termination of the Execution Contract by mutual agreement with the Contractor in writing. If the Contractor agrees to the termination by mutual agreement, this General Terms and Conditions No. 2 is entitled to the contract termination fee specified in its annex. The Customer must pay the contract termination fee within 8 days of receiving the relevant invoice.

8.3.6. In the event of contract modification of the Execution Contract, the Customer shall comply with GTC No. 2. is obliged to pay the administration fee specified in its annex, if the modification of the Execution Contract is material. A contract amendment is essential if it defines substantive terms that are significantly different from the terms of the original Execution Contract. An amendment shall always be considered material if,

- a) the amendment changes the economic balance of the contract (this can be considered in particular a modification of the Project Cost or a change in the payment scheme); or
- b) the amendment extends the scope of the Construction Contract to a significant new element compared to the obligations imposed on the Contractor contained in the original Construction Contract (this can be considered in particular a change in the type of installation or, in the case of a Construction Contract for a Solar System, a change in the number of solar panel panels until the technical handover or the inverter change of type until the start of the installation);
- c) As a result of it is necessary to carry out the Services already performed again in accordance with the modification);

9. Additional work, supplementary work

9.1 The Customer is responsible for fulfilling the Customer's obligations. If they are not there, or if they are not completed properly, and because of this the Contractor cannot fully complete the construction and commissioning at the agreed time, then the Customer is obliged to reimburse the Contractor for the resulting additional costs (e.g. new exit, extra work, installation of extra material), for which he issues a separate invoice. The Overtime fees are set out in GTC no. 2. included in the annex.

9.2 The amount of the Project Cost includes the System specified in the Execution Contract and the necessary installation and commissioning works. The Customer is obliged to pay the



additional cost of performing the tasks that become necessary due to the modification of the System or the Service specified in the Execution Author due to the contract modification specified in point 8.3.6 above. In addition, the Customer is obliged to pay the cost of the Additional Work, the performance of which became necessary due to the Customer - and not due to the occurrence of a reason falling within the scope of the contract amendment specified in point 8.3.6 above - and which the Contractor performed based on the agreements with the Customer. The Contractor shall indicate the cost of the Additional Work in the Final Invoice.

- 9.3 The amount of the Project Cost includes the installation and commissioning work required for the System with a one-time departure. If, for reasons other than the Contractor's own fault, additional travel is required to fulfill the Contractor's task, the Contractor will charge a fee for the additional work, for which the Customer shall be charged in accordance with GTC no. 2. must pay the fee specified in its annex.

10. Warranty, warranty

- 10.1. The warranty period is defined in the Execution Agreement or the Contract.
- 10.2. The Contractor is the Ptk. undertakes a mandatory guarantee for the execution of the Execution Contract and the Contract based on other applicable legislation. Detailed information regarding this can be found in no. 3. included in the appendix.
- 10.3. The warranty expires if the Customer or the Customer has dismantled the System without the Contractor's permission, or if the Contractor or a third party proves that the defect is caused by abnormal use, conversion, unprofessional handling, improper storage, elemental damage, damage caused by living creatures or occurred for another reason that arose after the purchase.
- 10.4. The Orderer and the Customer are entitled to assert their warranty rights against the Contractor by sending a notification to the email address ugyfelszolgalat@wagnersolar.hu or to the Contractor's postal address.
- 10.5. In the event of a defect covered by warranty, the costs of repair, possible replacement parts and installation costs, including transport and travel costs, are borne by the Contractor.
- 10.6. If the Customer requests the Contractor verbally or in writing, the repair of defects not covered by the warranty shall be carried out at the Contractor's unilaterally changeable notice fees published from time to time, specified in Annex No. 1, or at the price agreed upon by the parties.

- 10.7. The warranty does not cover the repair of damage caused by natural disasters, vandalism or other unprofessional operation or intervention.
- 10.8. The Contractor undertakes to investigate the indicated defect within 5 working days from the date of notification of the defect indicated by the Customer. The deadline for starting the troubleshooting is 10 working days from the investigation of the error.
- 10.9. The Contractor bears all verified costs incurred in connection with asserting the Customer's warranty claim related to the Services (disembarkation, replacement, etc.), which can clearly be traced back to the Contractor's own faulty performance.
- 10.10. In the case of a Residential Customer, the warranty period for the repaired Product/System is extended from the date of delivery for repair by the time during which the Residential Customer could not use the Product/System as intended due to the defect.
- 10.11. The Contractor is responsible for damages resulting from the failure or inadequate performance of the warranty obligation.
- 10.12. If it is necessary to carry out defect repair work that is not covered by the warranty or if it concerns administration that takes place beyond the warranty period, the Contractor is entitled to claim the incurred costs specified in Annex No. 1, including transport, installation and travel costs.

11. Faulty and late performance

- 11.1 The Contractor undertakes a supply warranty in the case of the Customer and Customer, and a product warranty in the case of a Residential Customer or Residential Customer, as defined in the Civil Code and other applicable laws. Detailed information regarding this can be found in no. 3. included in the appendix.
- 11.2 The Customer shall notify the Contractor immediately upon detection of faulty performance during the installation of the System or the performance of the Services, in writing or by email to the personal salesperson specified in the Execution Contract, by recording the errors in the System or by itemizing the list of Services.
- 11.3 The Contractor is obliged to compensate for the damages caused to the Customer by his faulty performance.
- 11.4 Acceptance of faulty or late performance does not mean a waiver of the right to enforce legal consequences.

12. Temporal validity and termination of the Execution Agreement/Contract



- 12.1. The Execution Agreement and the Agreement shall enter into force on the date of signature by both parties. The Execution Agreement is concluded for a fixed period until the installation of the System and the performance of Services and the payment of the entire Project Cost.
- 12.2. The Agreement enters into force on the date of signature by both parties and the Product is for sale.
- 12.3. After both parties have signed the Construction Contract, it will enter into force in the event that the Customer's loan application, application or grant is successfully evaluated, or if the System according to the Construction Contract can be implemented at the Installation Site based on the Contractor's inspection within 30 days after the evaluation. After the successful evaluation of the credit application, application or grant submitted by the Customer, and after the inspection of the Installation Site, the Contractor is entitled to amend the Price Offer, which is annex 1 of the Execution Contract. In this case, the date of entry into force of the Execution Agreement is the presentation to the Contractor of the certificate issued by the financial service provider on the positive assessment of the loan application or license application submitted to the financial service provider chosen by the Customer, or the signed credit or loan agreement, and thereafter the System at the Installation Site The 15th day from the date of sending the written notification of the Contractor's approval of its feasibility to the Customer's contact e-mail address. In case of rejection by the Contractor, or rejection by the Customer of any modified Price Offer, the Customer may not claim against the Contractor, however, in case of rejection by the Customer of the modified offer, the Customer is obliged to pay the Contractor's costs incurred in connection with the Price Offer or Price Offers, so in particular in Appendix No. 1 of the General Terms and Conditions to pay a specified disembarkation cost, for which the Contractor issues an invoice to the Customer within 8 days of becoming aware of the Customer's rejection. The Contractor is entitled to the reimbursement of his costs due to the provisions of this clause against the Residential Customer without prejudice to the exercise of the rights stipulated in Clause 17.1 of the General Terms and Conditions. The Implementation Agreement entered into force is created for a fixed period until the installation of the System, the performance of the Services and the payment of the entire Project Cost.
- 12.4. If, for a reason attributable to the Customer, the Construction Contract is terminated before the end of the specified period, the Contractor shall be liable for the Services already performed and the costs incurred in fulfilling the Construction Contract - such as, but not limited to, administration, planning, licensing, project

management, warehousing, and the costs resulting from the loss of value of the stocked products belonging to the contract - is entitled to reimbursement. In this case, the Customer is obliged to pay the Contractor a maximum of 10% of the Project Cost, but a minimum of HUF 127,000 as compensation. In the event that the advance payment already paid by the Customer does not reach the level of compensation, the Contractor has the right to set off the advance payment already paid and to invoice the Customer for the remaining part, which the Customer is obliged to pay to the Contractor within 3 working days.

13. Work, accident, fire and environmental protection provisions

- 13.1. The Contractor's duty is to organize work safety, to comply with safety and accident prevention legislation, fire protection, law enforcement and environmental protection regulations.
- 13.2. In case of environmental pollution or environmental damage caused by the Contractor, he is obliged to immediately start the on-site mitigation (prevention of further pollution, localization). In this case, the Customer must be notified of the parameters of the environmental damage event, such as: causes, type of pollutant, degree of pollution, measures taken and necessary in the future. The damage event is reported to the authorities, the causes are investigated and eliminated in consultation with an environmental protection specialist.
- 13.3. If a significant noise impact is to be expected during the work, the Contractor is obliged to determine the manner and control of compliance with the relevant regulations.
- 13.4. The Contractor is obliged to take care of residual materials and waste generated during his activities:
 - a) on its proper removal from the site,
 - b) on further treatment,
 - c) on the fulfillment of other legal obligations of waste producers, such as: registration of materials used, generated waste, official data services.
- 13.5. In the course of its performance, the Contractor is obliged to comply with the provisions of the following regulations regarding work performed by outsiders in the Customer's operational area and to comply with its employees, subcontractors and collaborators:
 - a) Occupational safety manual,
 - b) Fire protection regulation,
 - c) Asset protection instruction,
 - d) Environmental protection instruction.
- 13.6. According to the Fire Protection Technical Guidelines, a warning sign or safety sign must be placed at the main entrance of the building



regarding the existence of the System, which will be placed by the Contractor, and the Customer must also ensure the continued presence of the sign.

14. Confidentiality and Governing Law

- 14.1. The parties agree to provide official information to third parties, including the media, about this Agreement and its annexes, as well as any facts, circumstances and other information arising during performance, only in a manner previously agreed upon in writing with the other Party. This provision does not apply to owners or for information provided based on current legislation.
- 14.2. The provisions of these General Terms and Conditions shall be applied and interpreted in accordance with the laws of Hungary. Regarding issues not regulated in these GTC, primarily the Civil Code, its provisions shall govern.

15. Force majeure

- 15.1. Neither the Contractor nor its subcontractors are responsible for non-fulfillment of the obligations set out in these GTC or the Execution Contract, or in the Contract, if the breach of contract is caused by circumstances beyond their control and unforeseeable at the time of the conclusion of the contract (e.g. war, riot, civil uprising, general strike, epidemic, pandemic, natural disaster, fire, flood, earthquake or other unavoidable external cause, emergency) and it was not expected that the circumstance could be avoided or averted ("vis majeure"), such circumstances are considered to be on which the party is unable to influence, unless the latter arose on the part of the breaching party for reasons attributable to him.
- 15.2. The party notifying the event of force majeure is obliged to notify the other party in writing of the event and its expected duration. The party affected by force majeure is obliged to define the obligations essential to the performance of the Execution Contract or Contract, the fulfillment of which is or will be prevented by the force majeure. The notification must be sent within 14 days after the party became aware of, or should have noticed, the force majeure event or the circumstances that created it.
- 15.3. The Contractor is entitled to modify the performance deadline and/or the technical content specified in the Execution Contract if a force majeure event occurs. The Contractor is obliged to inform the Customer in writing of the intention to modify due to the occurrence of a force majeure event. If, due to the occurrence of a force majeure event, it is necessary to modify the performance deadline and/or technical content specified in the Execution Contract, the Contractor is not obliged to pay compensation.

16. Contact

- 16.1. In the absence of a different provision, the parties are primarily obliged to make the notifications and inquiries required during the performance of the Agreement in writing. If the shortness of time or the nature of the notification justifies it, notifications can also be made by phone or e-mail. Procedures related to the performance of the Execution Agreement or Contract can also be negotiated over the phone.
- 16.2. Notifications are considered delivered after personal receipt, on the 5th working day after mailing, immediately after the receipt of the e-mail read receipt.
- 16.3. The party's contact person is specified in the Execution Agreement or the Contract.
- 16.4. The communication between the parties is based on correspondence via e-mail, therefore the execution contract and contract signed by the parties sent as an attachment to the e-mail message are accepted by the parties as written.

17. Deviation from the General Terms and Conditions in the case of Residential Customers and Residential Customers

- 17.1. The Residential Customer/Customer has the right to withdraw from the Execution Contract/Contract without reason within 14 days from the date of entry into force of the Execution Contract/Contract or, if the performance of the Service has begun, he is entitled to terminate the Execution Contract without reason up to 14 days from the date of entry into force of the Execution Contract/Contract. /Contract. The right of withdrawal/termination can be exercised in accordance with Art. 45/2014. (II. 26.) Government Decree (on the detailed rules of contracts between the consumer and the business) No. 2 with a declaration sample according to the annex or another declaration that clearly shows the intention of withdrawal/termination. The withdrawal/termination shall be considered valid if the Residential Customer/Customer sends his statement to the registered office address or e-mail address specified in the Execution Agreement or Contract before the expiration of the open deadline.
- 17.2. If, after the start of the performance of the Services, the Residential Customer/Customer complies with the provisions of 17.1. terminates the Execution Agreement/Contract within the time limit specified in point 1, is obliged to pay the Contractor a fee commensurate with the Service/Product performed up to the date of notification of the termination to the Contractor, if the performance started within the time limit available for exercising the right of termination took place specifically at the request of the Residential Customer/Customer or expressly consented to it.



- 17.3 If the Residential Customer complies with 17.1 of these General Terms and Conditions has validly exercised the right of withdrawal specified in point 1, the Execution Contract shall expire and the Contractor shall transport the System and other equipment required for installation from the Installation Site at the expense of the Residential Customer, or reimburse the Contractor within 14 days of the Residential Customer becoming aware of the cancellation. the total amount of the Project Cost paid to him up to that point in the way that it was paid by the Residential Customer. As long as the Residential Customer does not ensure the possibility of delivery of the System, the Contractor is entitled to withhold the Project Cost to be reimbursed as a result of the cancellation.
- 17.4 If the Residential Customer has validly exercised the right of withdrawal specified in clause 17.1 of these GTC, the Contract shall expire and the Residential Customer shall be obliged to return the Product to the Contractor at his own expense, and the Contractor shall return the Product to the Contractor within 14 days of becoming aware of the withdrawal by the Residential Client the total amount of the Purchase Price paid to the Contractor up to that point in the manner in which it was paid by the Residential Customer. As long as the Residential Customer does not return the Product to the Contractor, the Contractor is entitled to withhold the Purchase Price to be refunded as a result of the cancellation.
- 17.5 The Contractor is entitled to carry out a risk analysis of the Residential Customer/Customer at any time before the conclusion of the Execution Agreement/Contract and thereafter during the term of the legal relationship. In addition, if the Contractor deems the financial situation and ability to pay of the Residential Customer/Customer to be risky based on the risk analysis carried out, the Contractor may terminate the Execution Contract/Contract based on the signing or entry into force of the Construction Contract/Agreement, or based on the risk analysis carried out during the period of validity of the Construction Contract/Contract and you can claim the portion of the Construction Contract/Contract that still needs to be financially fulfilled in a lump sum.
- 17.6 Defective performance
- 17.6.1 The Contractor is liable for defective performance of the Services. On the basis of the supply warranty, the Residential Customer/Customer may request repair or replacement, unless the fulfillment of the chosen supply warranty right is impossible, or if it would result in disproportionate additional costs for the Contractor, or the Residential Customer/Customer may request a proportional reduction of the Project Cost/Purchase Price, the Contractor is responsible for the defect he can repair it himself at his own expense or have it repaired by someone else, or he can withdraw from the Execution Contract/Contract if the Contractor has not undertaken the repair or replacement, is unable to fulfill this obligation within the deadline set by the parties, or if the Residential Customer/Customer is required to repair or replace its vested interest is terminated. The Residential Orderer/Customer can enforce the accessory warranty claim within two years from the date of delivery.
- 17.6.2 If the System/Product does not comply with the quality requirements in force when the System/Product was placed on the market by the manufacturer, or does not have the properties included in the description given by the manufacturer, the Residential Customer/Customer may request that the Contractor (or the System /manufacturer of the Product) repair the System/Product, or – if the repair is not possible within a suitable time limit without harming the interests of the Residential Customer/Customer – replace the System/Product. The Residential Orderer/Customer can enforce his product warranty claim within two years from the date of delivery.
- 17.6.3 If the Residential Customer/Customer does not agree with the response given to the complaint submitted to the Contractor, then in the case of a complaint related to the creation, validity, legal effects and termination of the Execution Contract/Contract, as well as the breach of contract and its legal effects, the Residential Customer/Customer shall contact the Pest County You can initiate proceedings before the Conciliation Board (address: 1055 Budapest, Balassi Bálint u. 25. IV/2.; correspondence address: Pest County Conciliation Board, 1055 Budapest, Balassi Bálint u. 25. 4.em.2.; e-mail : pmbekelteto@pmkik.hu), or you can go to court according to the rules of civil procedure. In order to initiate the proceedings of the Pest County Conciliation Board, the Residential Customer/Customer must first attempt to settle the dispute directly with the Contractor.
- 17.6.4 In connection with the use of the device used to conclude the Execution Agreement/Contract, which enables communication between those who are absent, the Residential Customer/Customer will not be charged any additional costs. Each party bears the costs incurred in this regard.
- 18. Other**
- 18.1 By signing the Execution Contract, the Customer accepts and consents to Wagner Solar Hungária Kft. handling the personal data provided during the conclusion of the Execution Contract/Contract in accordance with the General Data Management Regulations in force at all times (available at: www.wagnersolar.hu). data, in order to fulfill the Execution Contract/Contract, such as the date and data reconciliation related to the execution, as



well as the control of the quality of the execution, during the duration of the Execution Contract/Contract and any related claims, as well as to forward this data to its subcontractors and subcontractors be managed and registered for the same purpose.

18.2 If a written agreement is reached with the Customer/Customer regarding the cooperation as a whole or a specific transaction, which would have some points of these GTC different from those described here, the provisions of the GTC applicable to the cooperation or transaction concerned shall apply.

18.3 The Execution Agreement/Contract can only be modified by mutual agreement, with a document

1. Appendices:
2. Annex No. 1: Cost and fee list
3. Annex No. 2: Information on warranty and guarantee

Dunakeszi, June 14, 2022.

Wagner Solar Hungária Kft.

signed by both parties, unless these GTC provide otherwise.

18.4 The Customer/Customer declares that he has read and accepts the content of the provisions of these General Terms and Conditions.

18.5 Wagner Solar Hungária Kft. makes these General Terms and Conditions continuously available in written form at its headquarters and locations, and in electronic form on the website www.wagnersolar.hu.

18.6 These GTC are valid from June 20, 2022.

Appendix No. 1
Cost and fee list
Contract amendment and contract termination fee
 (Section 8.3 of GTC)

Contract amendment administration fee (Contract amendment fee according to point 8.3.6 of GTC)	HUF 35,000+VAT
Termination of the contract within 7 days after the conclusion of the contract	Free of charge
Termination of the contract within 14 days after the submission of the complaint (Contract termination fee according to point 8.3.1 of GTC)	HUF 80.000 Ft +VAT
Termination of the contract more than 14 days after the submission of the claim (Contract termination fee according to point 8.3.2 of GTC)	HUF 100.000 Ft +VAT
Termination of the contract after the submission of the Joining documentation (Contract termination fee according to point 8.3.3 of GTC)	HUF 150.000 Ft +VAT
Termination of the contract upon departure of the construction team (Contract termination fee according to point 8.3.4 of GTC)	HUF 375.000 Ft +VAT
Termination of contract after installation of the System (Contract termination fee according to point 8.3.5 of GTC)	50% of Total Project Cost, but minimum HUF 650,000+VAT
Failure penalty (based on point 6.9 of GTC)	10% of Total Project Cost

Overtime rates
 (based on points 9.1, 9.2 of GTC)

Installation of a solar panel module with an optimizer with the necessary assembly materials, additional tools and administrative costs (a contract amendment fee will be charged according to point 8.3.6 of GTC.)	HUF 190.000 Ft +VAT/pc
Installation of a solar module without an optimizer with the necessary assembly materials, additional tools and administration costs (a contract amendment fee will be charged according to point 8.3.6 of the General Terms and Conditions.)	HUF 165.000 Ft +VAT/pc
Installation of a fire isolation switch (a contract modification fee will be charged in accordance with clause 8.3.6 of the General Terms and Conditions.)	HUF 140.000 Ft +VAT/pc
Drop-off fee (based on occupational health and safety regulations, 2 people are obliged to carry out the work when disembarking)	HUF Ft+VAT / person + HUF 180 Ft+ÁFA/km
Hourly rate (according to occupational health and safety regulations, 2 people are obliged to carry out the work when disembarking)	HUF 13.000 Ft+VAT / person (every started hour)

Overtime fees
 (based on point 9.3 of GTC)

Inverter network configuration	HUF 35.000 Ft+VAT
On-site survey	HUF 25.000 Ft+VAT
E-diary management	HUF 70.000 Ft+VAT
Responsible technical management	HUF 100.000 Ft+VAT
Earthing construction	HUF 30.000 Ft+ÁFA-tól
Static test	HUF 100.000 Ft+VAT
Standardization of measuring point	HUF 150.000 Ft+VAT
Hourly rate (based on occupational health and safety regulations, 2 people are obliged to carry out the work when disembarking)	HUF 13.000 Ft+VAT (every started hour)



disembarking)

Appendix No. 2. Warranty and accessory warranty

CONCEPTS

Company or Wagner Solar Hungária Kft.	Company or Wagner Solar Hungária Kft. Wagner Solar Hungária Kft. (registered office: 2120 Dunakeszi, Fóti út 92, representative: Csanád Beleznai, managing director, e-mail address: info@wagnersolar.hu, WEB address: www.wagnersolar.hu, the company registrar court: Company Court of Pest County Court, company register number: 13-09-091411, tax number: 12851607-2-13.)
Customer	The natural or legal person who is the subject of the Execution Contract or the Contract concluded between the Contractor and the Customer (Customer) and is not considered a consumer.
Consumer	Any natural person who, with regard to contracts covered by this directive, acts for purposes outside the scope of his economic or professional activity.
Gyártó	Manufacturer The manufacturer of the Consumer Item, the importer who brings the Consumer Item into the territory of the Community, and the person who identifies himself as a manufacturer by using his name, trademark or other distinguishing mark placed on the Consumer Item.
Fogyasztási cikk	Consumer article 151/2003 on the mandatory warranty for certain durable consumer articles. (IX. 22.) New durable consumer goods listed in Annex 1 of Government Decree (based on Annex 1, point 34, solar collectors and solar panel systems with a selling price of HUF 10,000 are also included).

1. Kellékszavatosság

Milyen esetben élhet a Fogyasztó/Megrendelő a kellékszavatossági jogával?

A Fogyasztó/Megrendelő a Wagner Solar Hungária Kft. hibás teljesítése esetén a Vállalkozással szemben kellékszavatossági igényt érvényesíthet a Polgári Törvénykönyv szabályai szerint.

Milyen jogok illetik meg Fogyasztót/Megrendelőt kellékszavatossági igénye alapján?

a Fogyasztó/Megrendelő – választása szerint – az alábbi kellékszavatossági igényekkel élhet:

- Kérhet kijavítást vagy kicserélést, kivéve, ha az ezek közül a Fogyasztó/Megrendelő által választott igény teljesítése lehetetlen vagy a Vállalkozás számára más igénye teljesítéséhez képest aránytalan többletköltséggel járna.
- Ha a kijavítást vagy a kicserélést nem kérte, illetve nem kérhette, úgy igényelheti az ellenszolgáltatás arányos leszállítását vagy a hibát a Vállalkozás költségére a Fogyasztó/Megrendelő is kijavíthatja, illetve mással kijavíttathatja vagy - végső esetben - a szerződéstől is elállhat.

Választott kellékszavatossági jogáról egy másikra is áttérhet, az áttérés költségét azonban Fogyasztó/Megrendelő viseli, kivéve, ha az indokolt volt, vagy arra a Vállalkozás adott okot.

Milyen határidőben érvényesítheti a Fogyasztó/Megrendelő kellékszavatossági igényét?

A Fogyasztó köteles a hibát annak felfedezése után haladéktalanul, de nem később, mint a hiba felfedezésétől számított kettő hónapon belül közölni. Ugyanakkor felhívom a figyelmét, hogy a szerződés teljesítésétől számított két éves elévülési határidőn túl kellékszavatossági jogait már nem érvényesítheti.

A Megrendelő a hiba felfedezése után késedelem nélkül köteles a hibát a Vállalkozással közölni. A késedelemből eredő kárért a Megrendelő a felelős. A Megrendelő a szerződés teljesítésétől számított egy éves elévülési határidőn túl kellékszavatossági jogait már nem érvényesítheti.

Nem számít bele az elévülési időbe a kijavítási időnek az a része, amely alatt a Vállalkozás a Terméket rendeltetésszerűen nem tudja használni. A Terméknek a kicseréléssel vagy a kijavítással érintett részére a kellékszavatossági igény elévülése újból kezdődik. Ez vonatkozik arra az esetre is, ha a kijavítás következményeként új hiba keletkezik.

Kivel szemben érvényesíthető a kellékszavatossági igény?

A Fogyasztó/Megrendelő a Vállalkozással szemben érvényesítheti kellékszavatossági igényét.



Milyen egyéb feltétele van kellékszavatossági jogok érvényesítésének Fogyasztó esetén?

A teljesítéstől számított hat hónapon belül a kellékszavatossági igény érvényesítésének a hiba közlésén túl nincs egyéb feltétele, ha a Fogyasztó igazolja, hogy a terméket, illetve a szolgáltatást a Wagner Solar Hungária Kft. nyújtotta (hibás teljesítési vélelem). A teljesítéstől számított hat hónap eltelté után azonban már a Fogyasztó köteles bizonyítani, hogy a Fogyasztó által felismert hiba már a teljesítés időpontjában is megvolt.

Ki viseli a kellékszavatossággal kapcsolatos költségeket?

A kellékszavatossági kötelezettség teljesítésével kapcsolatos költségek a Vállalkozást terhelik.

Ha a Termék meghibásodásában a Fogyasztót/Megrendelőt terhelő karbantartási kötelezettség elmulasztása is közrehatott, a kellékszavatossági kötelezettség teljesítésével felmerült költségeket közrehatása arányában a Fogyasztó/Megrendelő köteles viselni, ha a Termék karbantartására vonatkozó ismeretekkel rendelkezett, vagy ha a Vállalkozás e tekintetben tájékoztatói kötelezettségének eleget tett.

Ha a Termék kicserélésére az elévülés nyugvása miatt a kellékszavatossági határidő jelentős részének eltelté után kerül sor, és ez a Megrendelő számára számottevő értéknövekedést eredményez, a Vállalkozás a gazdagodás megtérítésére tarthat igényt.

Kicserélés vagy elállás esetén a Fogyasztó/Megrendelő nem köteles a Terméknek, azt az értékcsökkenését megtéríteni, amely a rendeltetésszerű használat következménye.

2. Accessories warranty

In what cases can the Consumer/Customer exercise his accessory warranty right?

In the event of defective performance by Wagner Solar Hungária Kft., the Consumer/Orderer may assert a warranty claim against the Company in accordance with the rules of the Civil Code.

Milyen jogok illetik meg a Fogyasztót termékszavatossági igénye alapján?

Termékszavatossági igényként a Fogyasztó kizárólag a hibás termék kijavítását vagy kicserélését kérheti.

What rights does the Consumer/Customer have based on their warranty claim?

the Consumer/Customer may - at their choice - use the following accessory warranty claims:

- You can request a repair or replacement, unless the fulfillment of the demand chosen by the Consumer/Customer is impossible or would involve disproportionate additional costs for the Company compared to the fulfillment of another demand.
- If you did not or could not ask for the repair or replacement, you can request a proportional delivery of the compensation or the Consumer/Customer can repair the defect at the expense of the Company, or have it repaired by someone else or - in the last case - withdraw from the contract.

You can transfer from your chosen accessory warranty right to another, but the cost of the transfer is borne by the Consumer/Customer, unless it was justified or the Company gave a reason for it.

What is the time limit for the Consumer/Customer to assert their accessory warranty claim?

The Consumer is obliged to report the defect immediately after its discovery, but no later than within two months from the discovery of the defect. At the same time, I would like to draw your attention to the fact that you can no longer assert your accessory warranty rights beyond the two-year limitation period from the completion of the contract.

After discovering the error, the Customer is obliged to notify the Company of the error without delay. The Customer is responsible for the damage resulting from the delay. The Customer may no longer assert its accessory warranty rights beyond the one-year limitation period from the completion of the contract.

The part of the repair time during which the Company cannot use the Product as intended is not included in the limitation period. The statute of limitations for the accessory warranty claim for the part of the Product affected by the replacement or repair begins anew. This also applies if a new error occurs as a result of the correction.

Against whom can the accessory warranty claim be asserted?

The Consumer/Customer can enforce its accessory warranty claim against the Company.



What other conditions are there for asserting accessory warranty rights in the case of a consumer?

Within six months from the date of delivery, there is no other condition for validating the accessory warranty claim other than reporting the defect, if the Consumer proves that the product or service was provided by Wagner Solar Hungária Kft. (presumption of faulty performance). However, after six months from the date of performance, the Consumer is obliged to prove that the defect recognized by the Consumer already existed at the time of performance.

Who bears the costs related to the warranty?

The costs related to the fulfillment of the warranty obligation shall be borne by the Company.

If the failure of the maintenance obligation imposed on the Consumer/Customer may also have contributed to the failure of the Product, the Consumer/Customer must bear the costs incurred by fulfilling the warranty obligation in proportion to its contribution, if he had knowledge of the maintenance of the Product or if the Company fulfilled its obligation to provide information in this regard.

If the replacement of the Product takes place after a significant part of the warranty period has expired due to the expiration of the statute of limitations, and this results in a significant increase in value for the Customer, the Company may claim compensation for the enrichment.

In case of exchange or cancellation, the Consumer/Customer is not obliged to compensate the decrease in value of the Product, which is a consequence of the intended use.

3. Warranty

151/2003 on the mandatory warranty for certain durable consumer goods in case of faulty performance. (IX. 22.) Pursuant to the Government Decree (hereinafter "Decree"), Wagner Solar Hungária Kft. is obliged to provide a warranty (hereinafter "Mandatory Warranty").

What rights and within what time limit is the Consumer entitled under the warranty?

The rights arising from the warranty can be asserted by the owner of the Consumer Item, provided that he is considered a Consumer.

If the Manufacturer undertakes more favorable warranty conditions for the Consumer Article than those contained in the Regulation, the rights of the Company based on the warranty shall be transferred to the Consumer at the time of the performance of the contract between the Consumer and the Company.

Duration of the Mandatory Warranty:

- a) one year in the case of a sale price of HUF 10,000 but not exceeding HUF 100,000,
- b) two years in the case of a sale price exceeding HUF 100,000 but not exceeding HUF 250,000,
- c) three years above the selling price of HUF 250,000.

The Mandatory Warranty period starts on the date of handover of the Consumer Product to the Consumer, or if the commissioning is carried out by the Enterprise or its representative, on the day of commissioning.

If the Consumer puts the Consumable Item into operation more than six months from the date of handover, the Mandatory Warranty period begins on the day the Consumable Item was handed over.

In case of repair of the Consumable Item, the period of the Mandatory Warranty is extended from the date of delivery for repair by the time during which the Consumer could not use the Consumable Item as intended due to the defect.

The Consumer can assert his claim for repair directly at the Company's headquarters, at any of its locations, branches, and at the repair service specified by the Company on the warranty card.

During the repair, only a new part can be installed in the Consumable Item.

If, during the first repair of the Consumer Product during the Mandatory Warranty period specified in the Regulation, the Company determines that the Consumer Product cannot be repaired, the Company is obliged to replace the Consumer Product within eight days, unless otherwise ordered by the Consumer. If it is not possible to exchange the Consumer Item, the Company is obliged to refund the purchase price to the Consumer within eight days of the invoice or receipt issued on the basis of the General Sales Tax Act on the proof of payment of the Consumer Item presented by the Consumer.

If, during the Mandatory Warranty period specified in the Decree, the Consumer Product fails again after being repaired three times - unless otherwise ordered by the Consumer - and if Act V of 2013 on the Civil Code 6:159. Based on § (2) point b),



the Consumer does not demand a proportional reduction of the purchase price, and the Consumer does not wish to repair the Consumer Item at the Enterprise's expense or have it repaired by someone else, the Enterprise is obliged to replace the Consumer Item within eight days. If it is not possible to exchange the Consumer Item, the Company is obliged to refund the purchase price to the Consumer within eight days of the invoice or receipt issued on the basis of the General Sales Tax Act on the proof of payment of the Consumer Item presented by the Consumer.

If the Consumer Item is not repaired by the thirtieth day from the date of notification of the repair request to the Company, - unless otherwise ordered by the Consumer - the Company is obliged to replace the Consumer Item within eight days after the ineffective expiration of the thirty-day deadline. If it is not possible to exchange the Consumer Item, the Company is obliged to pay the purchase price indicated on the receipt provided by the Consumer, which proves the payment of the consideration for the Consumer Item - on the invoice or receipt issued on the basis of the General Sales Tax Act - within eight days after the ineffective expiry of the thirty-day correction deadline. to refund to.

Consumables with a fixed connection or heavier than 10 kg or that cannot be transported as hand luggage on public transport - with the exception of vehicles - must be repaired at the place of operation.

If the repair cannot be carried out at the place of operation, disassembly and installation, as well as delivery and return, will be taken care of by the Company, or - in the case of a request for repair confirmed directly at the repair service - by the repair service.

If the Consumer requests a replacement within three working days of the purchase (commissioning) due to the failure of the Consumer Product, the Company may not refer to Act V of 2013 on the Civil Code 6:159. § (2) point a) for a disproportionate additional cost, but is obliged to replace the Consumable Item, provided that the malfunction prevents the intended use