

General Terms & Conditions (GTC) of Pyramidi GmbH for PV Protector

Issued by: Pyramidi GmbH, Bismarckstr. 2/1, 71139 Ehningen, Germany

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1. Applicability

1.1 These General Terms and Conditions ("GTC") govern the business relationship between Pyramidi GmbH as the seller ("Seller") and its customers as buyers ("Buyer"). They apply to all contracts for the sale and delivery of PV Protector products (e.g., C-Clips, segments, nets, kits).

1.2 By placing an order, the Buyer acknowledges the applicability of these GTC. Any deviating, conflicting, or supplementary terms and conditions of the Buyer shall not become part of the contract, even if known, unless expressly agreed in writing by the Seller.

1.3 These GTC also apply to similar future contracts, without the Seller having to refer to them again in each individual case, provided that they have been communicated to the Buyer in text form.

2. Conclusion of Contract

2.1 Offers made by the Seller, e.g., in brochures or on the website, are non-binding and constitute only an invitation to submit an offer.

2.2 The Buyer's order shall be deemed a binding offer to conclude a purchase contract.

2.3 A contract shall only be concluded once the Seller accepts the Buyer's order by written order confirmation.

3. Prices, Payment Terms & Taxes

3.1 Unless otherwise agreed, all prices are quoted in Euro (€). Shipping costs are stated separately.

3.2 Payments by the Buyer are due without deduction and must be transferred to the Seller's bank account within the period stated in the order confirmation or invoice.

3.3 The date of payment shall be the date on which the amount is credited to the Seller's bank account.

3.4 In case of late payment, the statutory provisions shall apply. The Seller is entitled to charge default interest in accordance with § 288 BGB (German Civil Code).

3.5 The Seller reserves the right to withhold delivery until full payment has been received.

4. Delivery

4.1 Delivery shall be made to the location specified by the Buyer in the order.

4.2 Delivery periods and dates are non-binding estimates, unless expressly agreed otherwise in writing.

4.3 The Seller shall not be liable for delivery delays caused by force majeure (see Section 10) or by circumstances attributable to the Buyer (e.g., incorrect delivery address).

4.4 In the event of the Buyer's delay in acceptance, the costs for storage and all associated risks shall pass to the Buyer.

5. Transfer of Risk

5.1 The risk of accidental loss or accidental deterioration of the products passes to the Buyer once the goods have been handed over to the carrier.

6. Warranty & Guarantee

6.1 Statutory Warranty: The statutory warranty provisions of the German Civil Code (BGB §§ 434 et seq.) shall apply. The Buyer is obliged to inspect the delivered products immediately for obvious defects and to notify the Seller in writing of any defects within 14 days of delivery.

6.2 Additional Manufacturer's Warranty: In addition to the statutory warranty, Pyramidi GmbH grants a 10-year warranty on the material quality of the products.

6.3 Scope of Warranty: The warranty is limited to material defects occurring under proper installation and normal use. In the event of a warranty claim, the Seller has the right, at its discretion, either to supply faultless replacement products or to refund the purchase price.

6.4 Exclusions: The warranty does not apply to defects or damages caused by improper installation, negligence, unintended use, excessive load, natural events, or unauthorized modifications to the product. In particular, installation or assembly costs as well as consequential costs arising from a defect are expressly excluded from the warranty.

7. Retention of Title

7.1 The delivered products remain the property of the Seller until full payment of all claims arising from the business relationship has been received.

7.2 The Buyer is entitled to resell the goods in the ordinary course of business. The Buyer hereby assigns all claims arising from the resale in the full amount to the Seller. The Seller accepts this assignment.

8. Limitation of Liability

8.1 The Seller's liability for contractual breaches of duty as well as in tort is limited to intent and gross negligence. This does not apply in cases of injury to life, body, or health, liability for the breach of essential contractual obligations, or liability under the German Product Liability Act.

8.2 Liability for indirect damages, consequential damages, and loss of profit is excluded.

9. Intellectual Property

9.1 All documents provided to the Buyer, such as calculations, designs, or technical documentation, remain the property of the Seller, who also retains the intellectual property rights therein.

9.2 These documents may not be duplicated or made accessible to third parties without the Seller's written consent.

10. Force Majeure

10.1 The Seller shall not be liable for damages caused by events of force majeure, including natural disasters, war, labor disputes, governmental orders, or other unforeseeable circumstances beyond the Seller's control.

10.2 In the event of such circumstances, the delivery period shall be extended by the duration of the impediment.

11. Confidentiality

11.1 The parties undertake to treat all non-public information received in the context of the business relationship as confidential and to use it only for the fulfillment of the contract.

12. Data Protection

12.1 The parties undertake to comply with the applicable data protection laws, in particular the General Data Protection Regulation (GDPR).

12.2 Personal data shall only be processed to the extent necessary for the performance of the contract or for compliance with legal obligations.

13. Governing Law & Jurisdiction

13.1 The business relationship shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Stuttgart, Germany.

14. Severability

14.1 Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. In place of the invalid provision, a regulation shall apply that comes closest to the economic purpose of the invalid provision.