

PVSYST TERMS AND CONDITIONS SOFTWARE AND TRAINING

Art. 1 Scope

These terms and conditions are fully applicable for any agreement between PVsyst SA and a Client whether he/she is located in Switzerland or in another country.

These general conditions apply to the commercialisation of PVsyst software as well as to the provision of training by PVsyst SA.

Any derogation from the terms of this agreement 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 terms and conditions take effect as soon as they are posted online.

In the event of inconsistencies between the English and the French versions 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 not be transmitted to third parties.

Art. 3 Formation 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 given. All payments are firm and final.

Art. 4 Purchase of PVsyst Software

The purchase of a license for PVsyst version 6 includes unlimited access to the software as well as one year of update support. Updates are available to download from the website www.pvsyst.com. One license per workstation is required. The one-year subscription of update support begins on the day when the software is first activated.

The purchase of the software involves placing an online order, at which point the customer accepts the present terms and conditions. Once the purchased product has been delivered, no refund shall be made. The one-month evaluation version allows the user to test the software functionalities prior to purchase. The software is delivered as is.

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 of the programme located in the country registered in the PVsyst customer account.

Art. 6 Order and distribution terms

The PVsyst software is ordered directly online.

The product (license key or update support) is delivered electronically, with the receipt, to the end user, within days of receiving the full payment.

Training sessions are conducted once the fees have been settled in full.

No discount is granted for advance payment.

Art. 7 Conditions and methods of payment

7.1 Rates

The price list is available on the website. A non contractual quote for the software can be generated online. The price to be paid is a net price (without any additional charges). Prices are indicated in Swiss francs and without VAT.

7.2 Methods of payment

Payment can either be made online by credit card using Saferpay, or else by bank transfer.

Payment by credit card can be made directly when placing an order online or using the payment information provided on the invoice. The invoice is in Swiss francs and is sent by e-mail.

Payment by bank transfer can be made once the invoice is issued. The Client can request an invoice in either Swiss francs, euros, US dollars, or pounds sterling.

The exchange rate is determined by PVsyst SA, according to the rate that is in effect on the day the invoice is issued. All banking fees must be paid in full by the Client.

Art. 8 Fees

Clients located in Switzerland or Liechtenstein must pay VAT at the current rate when purchasing the PVsyst software; this amount is added to the net price. For Clients located outside of these two countries, VAT is not applied and the software is sold tax-free. Any other tax that is otherwise applicable in the destination country must be paid by the Client.

VAT does not apply to the cost of PVsyst training.

Art. 9 Supplier

PVsyst SA is the exclusive provider of the PVsyst software. There are no other authorized suppliers of the software. PVsyst software is only available for download from the official website: www.pvsyst.com. Only the most recent version of the software is 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.