



## Online Services Agreement for VARTA Residential Energy Storage Systems (VARTA Pulse, Pulse Neo & Element)

### - General Terms and Conditions -

As of: 01.03.2021

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These General Terms and Conditions shall apply to the **Online Services Agreement** (“**Agreement**”) between VARTA Storage GmbH, Nürnberger Straße 65, 86720 Nördlingen, registered in the Commercial Register of Augsburg District Court under HRB 27028 (“**VARTA Storage**”), and the owner of a VARTA Residential Storage System (i.e. VARTA Pulse, Pulse Neo & Element) manufactured by VARTA Storage (“**VARTA System**”) in respect of the use of the following “**Online Services**”:

- Use of the online portal operated by VARTA Storage to inform End Customers about essential technical data in connection with the use of their VARTA Systems (“**Online Portal**”); and
- Use of Technical Online Services provided by VARTA Storage over the Internet in connection with VARTA Systems.

## 1. Conclusion of Agreement

The Agreement is concluded by and between

- 1.1 the owner of the VARTA System (“**End Customer**”) submitting online an offer to enter into the Agreement with VARTA Storage after installation of the VARTA System by ticking the respective “Online Services Agreement” box, and submitting the offer to VARTA Storage, and
- 1.2 VARTA Storage accepting this offer of the End Customer by sending a confirmation email to the End Customer.

## 2. Use of the Online Services

### 2.1 Online Services: Use of Online Portal

The End Customer is entitled, but not obliged, to use, and VARTA Storage is entitled, but not obliged, to provide the Online Portal in connection with its VARTA System.

VARTA Storage will endeavour to connect the Online Portal to the Internet so as to enable the End Customer to use the Online Portal and its functions (so-called as-a-service services). VARTA Storage does not guarantee the availability of the Online Portal or any particular functions or characteristics of the Online Portal.

### 2.2 Online Services: Use of Technical Online Services

The End Customer is entitled, but not obliged, to use, and VARTA Storage is entitled, but not obliged, to provide the technical online services in connection with the End Customer’s VARTA System over the internet as determined by VARTA Storage (“**Technical Online Services**”). These services may include:

- Technical online inspection of the VARTA System, in particular its technical functions;
- Adjustment of the VARTA System to the operational requirements or other technical optimisations via online access (e.g. remote installation of software updates or changes to the setting of fans).

VARTA Storage guarantees neither particular Technical Online Services nor particular technical services.



## Technical Online Services do not include

- **the maintenance of the VARTA System** according to the provisions in the section *Maintenance* of VARTA Storage's instruction manual (available for download at: <https://www.varta-ag.com/en/consumer/service/downloads-energy-storage>) ;
- the **remote installation of software updates** containing new functions; such enhancements to the VARTA System require conclusion of a separate agreement and are usually subject to a charge.

2.3 The use of the Online Services is free of charge for the End Customer. The End Customer must connect their VARTA System to the Internet to be able to use the Online Services. The cost of internet access shall be borne by the End Customer.

2.4 VARTA Storage may suspend the use of the Online Portal by the End Customer if

- there are specific reasons to believe that the End Customer is violating or has violated the Agreement and/or applicable law; or
- VARTA Storage has another legitimate interest in suspending the use of the Online Portal.

In this context, VARTA Storage will adequately take the End Customer's interests into account. In the event of a suspension, VARTA Storage will inform the End Customer of the reason for the suspension without delay. Once the End Customer demonstrates to VARTA Storage that the reason for the suspension is not, or no longer, valid or that the precautionary suspension can be lifted, VARTA Storage will lift the suspension.

## 3. Responsibility of the End Customer

3.1 The decision of whether to use the Online Services lies solely with the End Customer.

3.2 The End Customer is solely responsible for

- operating his / her VARTA System and connecting it to the internet;
- meeting the IT system requirements necessary for using the Online Portal;
- notifying VARTA Storage of any malfunctions of the Online Portal without delay and properly supporting VARTA Storage in eliminating malfunctions.

3.3 The End Customer undertakes to refrain from any conduct that is likely to impair or substantially affect the Online Portal or its functions.

3.4 While using the Online Services, the End Customer undertakes to observe the applicable laws and other legal requirements and not to infringe upon any third-party rights.

## 4. Term and termination

The Agreement is concluded for an indefinite period and may be terminated by either Party with a notice period of one month. The right to terminate the Agreement for cause shall remain unaffected.

## 5. Data protection

For the performance and during the term of the Agreement, VARTA Storage processes the End Customer's data, including the End Customer's personal information, entered during registration at [www.varta-storage-portal.com](http://www.varta-storage-portal.com) pursuant to Sec. 1.1, including the data of the VARTA System, ("**Registration Data**") as well as the following technical data that arise and are related to the technical functions of the End Customer's VARTA System and its use by the End Customer ("**Service Data**"):



- Data related to the VARTA System:  
time of the notification; quantity of battery modules; mains voltage on the VARTA System; current and energy flows in and from the VARTA System; current and energy flows at the house connection point; mains frequency; system parameters for inspection purposes and to determine the condition in the VARTA System; temperature of components and environment; error messages;
- Data related to the battery modules:  
voltage; current; charge status; temperature; energy flow; charge cycles; temperature of the power electronics; error code.

If and to the extent requested by the End Customer, VARTA Storage will transfer the End Customer's Registration Data and Service Data to an electrical business, whose employees have been qualified and certified by VARTA Storage in the fields of installation, maintenance and repair of the VARTA Systems.

For further information on the processing of the End Customer's personal data, please refer to **VARTA Storage's [Data Protection Declaration](https://www.varta-ag.com/en/consumer/service/downloads-energy-storage)** (available for download at: <https://www.varta-ag.com/en/consumer/service/downloads-energy-storage>)

## 6. Liability

VARTA Storage shall be liable for any damage or loss incurred by the End Customer by using the Online Services only to the extent that the damage or loss has arisen from the contractually agreed use of the Online Services and only in the event of wilful intent or gross negligence on the part of VARTA Storage. VARTA Storage shall be liable without limitations for injury to life, limb or health as well as under the Product Liability Act.

## 7. Consumers' right of withdrawal

The use of the Online Services does not constitute a paid service pursuant to Sec. 312 para 1 of the German Civil Code (BGB). In particular, data provided by the End Customer will be used exclusively for the performance of the Agreement.

As no paid service is covered by the Agreement, the statutory consumer right of withdrawal does not apply. Without being legally obliged to do so, VARTA Storage however offers the End Customer the following right to withdraw from the Agreement within 14 days without giving any reason, insofar as the End Customer uses the Online Services for a purpose that is predominantly outside its trade, business or profession and is therefore consumer within the meaning of Sec. 13 BGB.

### Instructions on withdrawal:

**Right of withdrawal:** You have the right to withdraw from this Agreement within 14 days without giving any reason. The withdrawal period will expire 14 days after the date of conclusion of the Agreement. To exercise the right of withdrawal, you must inform us

**VARTA Storage GmbH**

Nürnberger Straße 65  
86720 Nördlingen

Email: [info@varta-storage.com](mailto:info@varta-storage.com)

Tel: +49 9081 240 86 60

Fax: +49 9081 240 86 6444

of your decision to withdraw from this Agreement by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory.



To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of withdrawal:** In the event of effective withdrawal, the Agreement shall end after 14 days at the latest. VARTA Storage will delete the data processed in accordance with clause 5 immediately after termination of the Agreement, unless VARTA Storage is required by law to retain the data or the data processing is otherwise obligatory.

**End of instructions on withdrawal**

## **8. Final provisions**

- 8.1 Any modifications and amendments to the Agreement must be made in writing to be effective.
- 8.2 The substantive laws of the Federal Republic of Germany shall apply exclusively without reference to any other legal system. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11/04/1980 shall be excluded. However, national statutory consumer rights remain unaffected, and are neither excluded, replaced nor limited by the Agreement.
- 8.3 Should any provisions of the Agreement be found invalid, in whole or in part, the validity of the remaining provisions shall not be affected. In that case, the parties hereby agree that they will enter into negotiations to replace the invalid provision by such regulation that most closely reflects the economic purpose of the invalid provision. The same applies to any gaps or omissions in the Agreement.



# VARTA

## Model Withdrawal Form

Complete and return this form only if you wish to withdraw from the Agreement:

To:

**VARTA Storage GmbH**

Nürnberger Straße 65

86720 Nördlingen

Email: info@varta-storage.com

Tel: +49 9081 240 86 60

Fax: +49 9081 240 86 6444

I/We hereby give notice that I/we (\*) withdraw from my/our (\*) Agreement for the provision of the following services:

\_\_\_\_\_  
(Designation) Ordered on: \_\_\_\_\_  
(Date)

Name of consumer(s): \_\_\_\_\_  
(Name) (First name)

Address of consumer(s): \_\_\_\_\_  
(Street) (House number)

\_\_\_\_\_  
(Postcode) (City)

Signature of consumer(s) (only if this form is notified on paper)

\_\_\_\_\_  
(Place) (Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(\*) Delete as appropriate