

## **GENERAL TERMS AND CONDITIONS, as of 11.3.2019**

Watt Analytics GmbH  
Hütteldorfer Straße 253A  
1140 Wien

### **1. GENERAL PRINCIPLES AND SCOPE ALLGEMEINE**

- 1.1 Watt Analytics GmbH analyzes the power consumption of devices for optimization purposes. Watt Analytics GmbH, based in Opernring 1 Top R 745, 1010 Vienna, operates the business of services in automatic data processing and information technology.
- 1.2 These terms and conditions ("GTC") govern the use of the website [www.watt-analytics.com](http://www.watt-analytics.com) and the mobile application. They are to be applied to all legal transactions between Watt Analytics GmbH and a customer as well as all orders via the online shop of Watt Analytics GmbH under [www.watt-analytics.com](http://www.watt-analytics.com).
- 1.3 Watt Analytics GmbH contracts exclusively on the basis of these GTC. Deviating, conflicting or additional terms shall only apply if Watt Analytics GmbH expressly acknowledges and confirms them in writing in each individual case. Terms and conditions are not recognized even if they are not explicitly contradicted after receipt by Watt Analytics GmbH. Agreements that deviate from these GTC must be in writing.
- 1.4 These GTC are posted on [www.watt-analytics.com](http://www.watt-analytics.com) and can be read and downloaded at any time and stored locally.

### **2. SERVICES**

- 2.1 Watt Analytics GmbH carries out electricity consumption analyzes on the basis of consumption values. The power consumption analyzes created by Watt Analytics GmbH are available to the customer for inspection in his internal web area and in the mobile application.
- 2.2 The consumption values and analysis results will be made available to other customers and partners of Watt Analytics GmbH in anonymous form. This allows the comparison of consumption values and the optimization of power consumption and usage.
- 2.3 The necessary consumption recording devices can be purchased via the online shop of Watt Analytics GmbH in various versions.
- 2.4 The installation of the consumption recording devices by a regional partner electrician can be ordered via the online shop of Watt Analytics GmbH. Watt Analytics GmbH does not undertake any assembly services, but merely acts as a mediator. The assembly contract is concluded between the respective partner electrician and the customer.

### **3. ORDER AND CONCLUSION OF CONTRACT**

- 3.1 Orders via the online shop require the correct and complete completion of all mandatory fields in the order form. In the absence of mandatory information, the customer receives an error message, which makes it impossible to send the specific order.
- 3.2 Prior to the liable to pay costs order, the customer has the option in the order summary to review and correct his order. Only by clicking on the button "order for a fee" we make the order binding.
- 3.3 With the order, the customer makes an offer to the respective contractual partner to conclude a contract. Upon successful completion of the order process, the customer will receive an automatically generated acknowledgment of receipt with all details of the order to the announced e-mail address by Watt Analytics GmbH. This order confirmation does not lead to a contract acceptance yet.
- 3.4 The offer text (order) is stored at Watt Analytics GmbH. The customer can print the offer text after his order via the print field.
- 3.5 If a conclusion of contract is not possible for any reason whatsoever, Watt Analytics GmbH will inform the customer within two working days of sending the acknowledgment of receipt and promptly, but at the latest within seven working days, to repay the already paid (total) amount. This does not affect the statutory right of withdrawal.

- 3.6 If no installation is carried out, the purchase contract for the ordered consumption meter between Watt Analytics and the customer is concluded as soon as Watt Analytics transmits the invoice to the customer's e-mail address in PDF format. The conclusion of the contract is subject to the availability of the ordered consumption meter. In the case of unavailability of the ordered meter, the customer will be informed immediately. Watt Analytics GmbH will prompt the customer immediately, but at the latest within seven working days, the repayment of the already paid (total) amount.
- 3.7 If an installation takes place, the purchase contract for the ordered consumption recording device and the assembly contract between the respective electrician and the customer are concluded as soon as the respective electrician has arranged an assembly date with the customer. The conclusion of the contract is subject to the availability of the ordered consumption meter. In the case of unavailability of the ordered meter, the customer will be informed immediately. Watt Analytics GmbH will prompt the customer immediately, but at the latest within seven working days, the repayment of the already paid (total) amount.
- 3.8 The electricity consumption analysis contract is concluded between Watt Analytics GmbH and the customer as soon as the consumption recording device transmits data and measured values for the first time.
- 3.9 Contract language is German.

#### **4. DELIVERY TERMS**

- 4.1 Purchase orders for consumer collection devices via the online store of Watt Analytics GmbH will be shipped exclusively to delivery addresses in Austria and Slovakia.
- 4.2 The delivery takes place in any case within the legal maximum period.

#### **5. Installation CONDITIONS**

- 5.1 Installation services are provided only in the region of a partner electrician.
- 5.2 The installation of the consumption recording device takes place after prior written or telephone appointment.
- 5.3 The customer has to create all conditions for the installation of the consumption recording device, and in particular to give the electrician access to all premises in which assembly services are to be provided, as well as to eliminate any obstruction in the execution of assembly services and remedy.
- 5.4 If the customer does not comply with his obligation to cooperate, this can lead to additional costs. In this case, the electrician will inform the customer immediately and only after additional cost clarification the installation performance will begin.

#### **6. ELECTRICAL CONSUMPTION TERMS**

- 6.1 Power consumption analyzes are created on the basis of read-in consumption values and manual inputs.
- 6.2 If Watt Analytics GmbH does not receive data in appropriate format and quality for analysis, Watt Analytics GmbH is entitled to suspend or completely discontinue the non-liable to pay electricity consumption analyzes immediately and without its own liability.
- 6.3 The customer may terminate the gratuitous, unlimited power consumption analysis contract on the last day of each calendar month without notice.
- 6.4 The customer provides electrical power and Internet at his own expense to the extent necessary.

#### **7. PRICES, PAYMENT TERMS AND INVOICING**

- 7.1 All prices are total prices and include all taxes, including VAT and duties and shipping costs, unless otherwise stated.
- 7.2 All payments are to be made exclusively to Watt Analytics GmbH.
- 7.3 The invoicing is carried out by the respective contractual partner.
- 7.4 If no other payment method has been agreed, the customer undertakes to pay in full for the total price by means of online transfer already at the conclusion of the ordering process. The delivery of the consumption recording devices takes place only after receipt of the amount at Watt Analytics GmbH.

## **8. WITHDRAWAL**

- 8.1 The customer has the right to revoke all or part of this purchase and/or assembly contract within fourteen days without giving reasons.
- 8.2 The cancellation period is fourteen days from the day on which the customer or a third party named by the latter, who is not the carrier, has taken possession of the consumption meter.
- 8.3 In order to exercise the right of withdrawal, the customer must inform Watt Analytics GmbH (Opernring 1 Top R 745, 1010 Vienna, office@watt-analytics.com) by means of a clear declaration of revocation. The customer can use the model withdrawal form below.
- 8.4 As an alternative to 8.3, the customer can inform the respective manufacturer and/or electrician indicated on the invoice by means of a clear declaration of withdrawal.
- 8.5 To safeguard the cancellation period, it is sufficient that the customer sends the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.
- 8.6 If the customer has requested that installation services begin before the expiry of the statutory period of withdrawal, the customer shall, if
- 8.6.1 the installation service has been completely provided, not have the right to withdraw within fourteen days from the date of the conclusion of the contract without stating reasons of the installation contract.
- 8.6.2 the installation service was not fully provided, Watt Analytics GmbH to pay a reasonable amount, in relation to the proportion of up to this time, to which the customer Watt Analytics GmbH informed of the exercise of the right of withdrawal regarding the installation contract, executed assembly services compared to the total scope of in the installation contract provided assembly services.

## **9. WITHDRAWAL FORM PATTERN**

(If the customer wants to revoke the purchase and/or assembly contract, then he will please fill out this form and send it back to Watt Analytics GmbH)

- To Watt Analytics GmbH, Opernring 1 Top R 745, 1010 Wien, office@watt-analytics.com:
  - I/we (\*) hereby revoke the contract concluded by me us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)
  - Ordered on (\*) / received on (\*)
  - Name of the consumer(s)
  - address of the consumer(s)
  - Signature of the consumer(s) (only when notificatgion on paper)
  - Date
- (\*) Delete as appropriate.

## **10. IMPACT OF WITHDRAWAL**

- 10.1 If the customer revokes the purchase and / or assembly contract in whole or in part, Watt Analytics GmbH shall refund the customer the already paid (total) amount immediately and at the latest within fourteen days from the date on which the notice of withdrawal was received. For the repayment, Watt Analytics GmbH uses the same means of payment used by the customer in the original transaction, unless otherwise expressly agreed; In no case will Watt Analytics GmbH charge the customer for this repayment fees.
- 10.2 Watt Analytics GmbH may refuse to repay it until the manufacturer has received the equipment back or until the customer has provided evidence that he has returned the equipment, whichever is the earlier.
- 10.3 The customer must return the device immediately and in any event no later than fourteen days from the date on which the customer informed Watt Analytics GmbH of the withdrawal from this contract to the respective manufacturer named on the invoice or to hand it over to him. The deadline is met if the customer sends off the collection devices before the expiry of the period of fourteen days.
- 10.4 The customer bears the direct costs of returning the consumption meter. The costs are estimated at a maximum of about EUR 15.

- 10.5 The customer only has to pay for a possible loss of value of the consumption recording devices, if this loss of value is due to a handling by the customer which is not necessary for the examination of the condition, characteristics and functioning of the consumption recording devices.

## **11. WARRANTY**

- 11.1 The regulations on the statutory warranty apply. The warranty period is two years from the date of acceptance of the consumption meter.
- 11.2 Complaints based on statutory warranty claims or other complaints must be made directly to the respective manufacturer and/or electrician indicated on the invoice.
- 11.3 Watt Analytics GmbH does not grant its own guarantees.

## **12. LIMITATION OF LIABILITY**

- 12.1 In cases of slight negligence, claims for damages are excluded. This does not apply to personal injury.
- 12.2 Watt Analytics GmbH assumes no liability for damages resulting from a failure of the website or the mobile application as a result of regularly scheduled or urgently required maintenance, updates or similar work. Watt Analytics GmbH strives to provide the best possible availability of the website and the mobile application and their content, but does not guarantee their constant availability and assumes no liability for this.
- 12.3 Watt Analytics GmbH assumes no liability for the accuracy and/or completeness of any information that has become known, communicated or published on the website or the app.
- 12.4 The respective contractual partner is solely responsible for the correctness of the consumption recording devices. Claims under the product liability law must be made directly to the respective manufacturer indicated on the invoice.
- 12.5 Watt Analytics GmbH accepts no liability for electricity consumption analyzes that have been generated due to incorrect, incomplete or misleading consumption values, regardless of whether these are due to read-in and / or manual data.
- 12.6 Watt Analytics GmbH assumes no liability for (partially) failed or late electricity consumption analyzes, especially if these are directly or indirectly attributable to events beyond the control of Watt Analytics GmbH.

## **13. DATA PROTECTION**

- 13.1 Watt Analytics GmbH processes personal data in accordance with its privacy policy. If personal data is not provided, it is not possible to conclude the contract.

## **14. OTHER GENERAL TERMS**

- 14.1 Should individual terms of these terms and conditions be or become invalid in whole or in part, this does not affect the validity of the remaining terms. In this case, the parties will endeavor to achieve the economic success desired by the ineffective term by another, legally permissible term.
- 14.2 Watt Analytics GmbH reserves the right to change these terms and conditions at any time without giving reasons. After changing the terms and conditions, the customer will be asked to accept the changed terms and conditions when ordering again. If the customer refuses the consent, Watt Analytics GmbH is entitled to exclude the customer.

## **15. APPLICABLE LAW, JURISDICTION**

- 15.1 Austrian law applies, excluding the UN sales law.
- 15.2 If the customer is an entrepreneur, in the absence of any agreement to the contrary, all disputes shall be settled exclusively by the competent court in Vienna Innere Stadt. A possible invoicing jurisdiction will be preferred.