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GoodWe PLUS+ Program Standard Terms & Conditions

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This document supersedes all previous versions of the GoodWe PLUS+ Program Terms & Conditions as of the Effective Date.

GoodWe PLUS+ Program Standard Terms and Conditions

Contents

I.	INTRODUCTION	4
1.	Definitions.....	4
2.	Purpose of the Program.....	5
3.	Program Availability	6
4.	Eligibility.....	6
5.	Becoming a Member	6
6.	Program Platform.....	7
7.	GoodWe Communication Channels.....	7
8.	Program Records.....	8
II.	MEMBERSHIP	8
9.	Membership	8
10.	Company Representatives and Account Ownership	8
11.	Membership Levels.....	9

12.	Qualification for Membership Levels	9
13.	Membership Status.....	10
14.	Program Benefits	10
15.	Gold Membership Multiplier	11
16.	Membership Responsibilities.....	12
17.	Effect of Suspension and Termination.....	12
III.	GOODWE PLUS+ POINTS.....	13
A.	Earning GoodWe PLUS+ Points	13
18.	General	13
19.	Earning GoodWe PLUS+ Points	13
20.	Product Installation Points	14
21.	Ambassador Benefit.....	14
22.	Qualifying Submissions	15
23.	Promotional Campaigns.....	15
B.	Redeeming GoodWe PLUS+ Points	15
24.	GoodWe PLUS+ Points Validity and Expiry	15
25.	Redemption of GoodWe PLUS+ Points	16
26.	Points Mall and Reward Catalogue	16
27.	Reward Fulfilment.....	17
IV.	PROGRAM ADMINISTRATION.....	17
28.	Program Records.....	17
29.	Crediting GoodWe PLUS+ Points.....	18
30.	GoodWe PLUS+ Point Balance	18
31.	Verification and Audit Rights.....	18
32.	Adjustments to GoodWe PLUS+ Points.....	19
33.	Fraud and Misuse	19
34.	Suspension.....	19
35.	Termination.....	20

36.	Changes to the Program	21
37.	Program Cancellation.....	21
V.	LEGAL PROVISIONS	22
38.	Participant Responsibilities	22
39.	GoodWe Intellectual Property	22
40.	Licence for Qualifying Submissions.....	23
41.	Publicity	23
42.	Artificial Intelligence	24
43.	Taxes	24
44.	Export Control and Sanctions	24
45.	Privacy and Personal Data.....	24
46.	Force Majeure.....	25
47.	Disclaimer of Warranties	25
48.	Limitation of Liability.....	25
49.	No Agency.....	26
VI.	GENERAL PROVISIONS	26
50.	Interpretation	26
51.	GoodWe Communications.....	27
52.	Document Precedence	27
53.	Language.....	27
54.	Entire Agreement.....	27
55.	Severability	28
56.	No Waiver	28
57.	Assignment	28
58.	Governing Law	28
59.	Jurisdiction.....	29

These Terms & Conditions govern participation in the GoodWe PLUS+ Program operated by GoodWe Europe GmbH. They establish the rights and obligations of Participants, the rules governing membership, GoodWe PLUS+ Points and Program Benefits, and the administration of the Program. By participating in the Program, each Participant agrees to comply with these Terms, as amended by GoodWe from time to time.

I. INTRODUCTION

1. Definitions

For the purposes of these Terms, the following definitions apply:

Ambassador Activity means an activity designated by GoodWe under the Ambassador Benefit through which eligible Participants may qualify for one or more Rewards.

Ambassador Benefit means the Program Benefit under which Participants may complete one or more Ambassador Activities designated by GoodWe from time to time.

Calendar Year means the period commencing on 1 January and ending on 31 December.

GoodWe means GoodWe Europe GmbH or any affiliated entity designated by GoodWe to administer the Program within the applicable territory.

GoodWe Communication Channels means the official communication channels designated by GoodWe for the Program, including the official GoodWe websites, newsletters and any other official communication channels designated by GoodWe from time to time.

GoodWe PLUS+ Member means a Participant whose membership in the Program has been activated by GoodWe and remains active in accordance with these Terms.

GoodWe PLUS+ Points means the loyalty points awarded by GoodWe under the Program that may be earned, accumulated and redeemed in accordance with these Terms.

Installation Points means GoodWe PLUS+ Points awarded for eligible GoodWe product installations registered in accordance with these Terms. Installation Points are the only GoodWe PLUS+ Points that count towards qualification for Silver and Gold Membership.

Membership Level means the level of membership assigned to a Participant under the Program, including PLUS+, Silver and Gold, together with any additional membership levels that GoodWe may introduce from time to time.

Participant means an eligible installer company that has been admitted into the Program by GoodWe in accordance with these Terms.

Points Mall means the redemption platform designated by GoodWe through which eligible Participants may redeem GoodWe PLUS+ Points for available Rewards.

Program means the GoodWe PLUS+ Program administered by GoodWe.

Program Benefit means any benefit, privilege or opportunity made available by GoodWe to eligible Participants under the Program.

Program Platform means the digital platform(s), systems, applications, websites and online services designated by GoodWe from time to time for the administration and operation of the Program, including participation, qualification, account management, GoodWe PLUS+ Points, reward redemption and other Program-related activities.

Qualifying Submission means any content, material or other submission provided by a Participant in connection with an Ambassador Activity in accordance with these Terms and any applicable requirements published by GoodWe.

Reward means any product, service, digital benefit, warranty extension, merchandise or other benefit that GoodWe makes available for redemption through the Program.

Reward Catalogue means the catalogue of Rewards made available by GoodWe for redemption through the Points Mall or another redemption method designated by GoodWe.

SEMS Portal means the Smart Energy Management System (SEMS) platform designated by GoodWe for the registration, monitoring and management of GoodWe products and installations.

Terms means these GoodWe PLUS+ Program Terms & Conditions, as amended by GoodWe from time to time.

2. Purpose of the Program

The GoodWe PLUS+ Program is a business-to-business loyalty and engagement program designed to recognise, reward and support eligible installer companies that actively promote, install and support GoodWe products and solutions.

The Program provides Participants with opportunities to earn GoodWe PLUS+ Points, access Program Benefits, participate in promotional campaigns and Ambassador Activities, and redeem eligible Rewards, subject to these Terms.

The Program is administered through the Program Platform and supported by the GoodWe Communication Channels.

3. Program Availability

The Program is available only in countries designated by GoodWe.

As of the Effective Date, the Program is available in the following countries:

Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom and Vatican City (Holy See).

GoodWe may add, suspend or remove eligible countries at any time where reasonably necessary for commercial, operational or legal reasons.

Participation from countries not designated by GoodWe is not permitted.

4. Eligibility

Participation in the Program is available only to eligible installer companies approved by GoodWe.

To be eligible for membership, an applicant must:

- a. maintain an installer account registered on the European server of the SEMS Portal;
- b. satisfy any qualification requirements designated by GoodWe;
- c. comply with these Terms and any other applicable Program requirements; and
- d. have its membership activated by GoodWe.

Satisfying the eligibility requirements does not automatically entitle an applicant to membership. Membership becomes effective only after GoodWe confirms activation.

GoodWe reserves the right to refuse, suspend or revoke eligibility where it reasonably believes that an applicant or Participant no longer satisfies the Program requirements or has breached these Terms.

5. Becoming a Member

An eligible installer company may qualify for membership by completing one or more qualification requirements designated by GoodWe.

Qualification requirements may include:

- successfully passing a GoodWe PLUS+ qualification examination;

- successfully completing a GoodWe training programme designated by GoodWe as qualifying for membership; or
- any other qualification method published by GoodWe through the GoodWe Communication Channels.

GoodWe may verify that all qualification requirements have been satisfied before activating membership.

Membership becomes effective only when GoodWe confirms activation through the Program Platform or another GoodWe Communication Channel.

6. Program Platform

The Program is administered through the Program Platform.

Participants are responsible for maintaining accurate and up-to-date account information and for complying with any requirements applicable to the use of the Program Platform.

GoodWe may modify, replace, suspend or upgrade the Program Platform, or any part of it, at any time without affecting the validity of these Terms.

Temporary interruptions resulting from maintenance, upgrades or technical issues do not constitute a breach of these Terms.

7. GoodWe Communication Channels

GoodWe may publish Program information, operational requirements, promotional campaigns, Membership Levels, Program Benefits, Reward Catalogue, Ambassador Activities, point values and other Program-related information through the GoodWe Communication Channels.

Participants are responsible for monitoring the GoodWe Communication Channels for Program updates.

Information published through the GoodWe Communication Channels forms part of the administration of the Program but does not amend these Terms unless GoodWe expressly states otherwise.

Frequently Asked Questions (FAQs), guidance documents and other informational materials are provided for convenience only and do not modify or prevail over these Terms.

8. Program Records

GoodWe maintains the official electronic records relating to the Program, including Participants, membership status, Membership Levels, GoodWe PLUS+ Points balances, qualifying activities, Rewards, redemptions and other Program transactions.

Unless GoodWe determines that an administrative, technical or system error has occurred, the electronic records maintained by GoodWe shall be conclusive for the administration of the Program.

If a Participant believes that any Program record is inaccurate, the Participant shall notify GoodWe within a reasonable period and provide any information reasonably requested by GoodWe to investigate the matter.

II. MEMBERSHIP

9. Membership

Membership in the Program is personal to the approved Participant and is not transferable except with the prior written consent of GoodWe.

A Participant shall maintain only one active GoodWe PLUS+ membership unless GoodWe expressly authorises otherwise.

Membership remains valid until it is suspended, terminated or otherwise ceases in accordance with these Terms.

Participation in the Program is voluntary and does not create any agency, partnership, joint venture, employment or other similar relationship between GoodWe and the Participant.

Membership does not guarantee eligibility for any particular Program Benefit, Reward, promotional campaign or Ambassador Activity, all of which remain subject to these Terms and any additional requirements specified by GoodWe.

10. Company Representatives and Account Ownership

The Participant is the legal entity admitted to the Program. Membership, Membership Level, GoodWe PLUS+ Points, Rewards and all other rights and obligations under the Program belong exclusively to the Participant and not to any individual employee, director, shareholder or representative.

The Participant may designate one or more authorised representatives to administer its membership through the Program Platform.

The Participant is responsible for ensuring that its authorised representatives have appropriate authority to act on its behalf.

GoodWe may rely on instructions, submissions and communications received from an authorised representative unless GoodWe has received prior notice that such authority has been revoked.

GoodWe is not responsible for resolving disputes between the Participant and its employees, contractors or representatives regarding ownership or administration of the Participant's Program account.

11. Membership Levels

The Program currently consists of the following Membership Levels:

- PLUS+
- Silver
- Gold

GoodWe may introduce, modify or discontinue Membership Levels from time to time.

Membership Levels determine a Participant's eligibility for certain Program Benefits.

Achievement of a Membership Level does not create a contractual entitlement to any particular Program Benefit beyond those expressly made available by GoodWe.

12. Qualification for Membership Levels

Upon activation of membership, a Participant will automatically be assigned the PLUS+ Membership Level.

Participants may qualify for higher Membership Levels by accumulating the required number of GoodWe PLUS+ Installation Points during a Calendar Year.

Unless GoodWe specifies otherwise:

Membership Level	Qualification Requirement
Plus+	Membership activated
Silver	2,000 Installation Points earned during a Calendar Year
Gold	10,000 Installation Points earned during a Calendar Year

Qualification for Silver and Gold Membership is based solely on Installation Points awarded for eligible GoodWe product installations during the relevant Calendar Year. GoodWe PLUS+ Points earned through other Program activities, including Ambassador Activities, promotional campaigns, training, events or other qualifying activities, do not count towards the qualification thresholds for Silver or Gold Membership unless GoodWe expressly states otherwise.

Silver Membership is achieved when the Participant accumulates 2,000 eligible installation points during a Calendar Year. Gold Membership is achieved when the Participant accumulates 10,000 eligible installation points during a Calendar Year.

GoodWe PLUS+ Points carried forward from previous Calendar Years shall not count towards qualification for a Membership Level unless GoodWe expressly states otherwise.

GoodWe may revise the qualification criteria for future Calendar Years by publishing updated requirements through the GoodWe Communication Channels.

Any such revision shall not affect Membership Levels already achieved unless GoodWe expressly states otherwise.

13. Membership Status

A Membership Level achieved during a Calendar Year shall take effect immediately upon qualification and, unless suspended or terminated in accordance with these Terms, shall remain valid for the remainder of that Calendar Year and throughout the following Calendar Year.

Where a Participant qualifies for a higher Membership Level during any Calendar Year, the Participant shall be upgraded to that higher Membership Level immediately upon qualification. The upgraded Membership Level shall remain valid for the remainder of that Calendar Year and throughout the following Calendar Year.

If, during a Calendar Year, a Participant does not achieve the qualification requirements applicable to Silver or Gold Membership, the Participant's Membership Level shall revert to the PLUS+ Membership Level at the beginning of the next Calendar Year, unless the Participant qualifies for a higher Membership Level before that date.

GoodWe shall determine Membership Levels based on its official electronic Program records.

14. Program Benefits

Participants may become eligible for various Program Benefits depending on their Membership Level.

Program Benefits may include:

- earning GoodWe PLUS+ Points;
- participation in promotional campaigns;
- invitations to training programmes and events;
- complimentary warranty-related benefits;
- warranty extension redemption opportunities through the Points Mall;
- Ambassador Benefits;
- participation in the Installer Map;
- redemption of GoodWe PLUS+ Points;
- factory and headquarters visits;
- any other Program Benefits designated by GoodWe.

GoodWe may make complimentary warranty extension benefits available to eligible Participants for designated GoodWe products, subject to the applicable eligibility requirements published by GoodWe.

The availability, scope, duration, exclusions, limitations and conditions of any complimentary warranty extension benefit shall be governed exclusively by the applicable GoodWe Limited Warranty for Inverter System (for Europe) in force at the time of installation.

Where there is any inconsistency between these Terms and the applicable warranty document, the warranty document shall prevail with respect to all warranty matters.

Program Benefits may vary according to Membership Level, country, promotional campaign, or other criteria determined by GoodWe.

Detailed descriptions of available Program Benefits shall be published through the Program Platform or the GoodWe Communication Channels.

GoodWe may introduce, modify, suspend or discontinue any Program Benefit at any time.

15. Gold Membership Multiplier

Participants holding Gold Membership may earn enhanced GoodWe PLUS+ Points for qualifying activities designated by GoodWe.

Unless GoodWe specifies otherwise, Gold Members shall receive 1.5 times the standard GoodWe PLUS+ Points awarded for each eligible product installation successfully registered during the validity of their Gold Membership.

The multiplier applies only to qualifying installation activities expressly designated by GoodWe and does not apply to Rewards, promotional bonuses, Ambassador Activities or other activities unless GoodWe expressly states otherwise.

GoodWe PLUS+ Points awarded through the Gold Membership multiplier constitute Installation Points for the purposes of Clause 12.

GoodWe may revise, suspend or discontinue enhanced point multipliers for future qualification periods.

16. Membership Responsibilities

Participants shall:

- maintain accurate and current account information;
- comply with these Terms and all applicable Program requirements;
- ensure that all information submitted to GoodWe is accurate, complete and not misleading;
- use the Program solely for legitimate business purposes;
- promptly notify GoodWe of any unauthorised access to or use of their Program account; and
- cooperate fully with GoodWe in connection with any verification, audit or investigation relating to the Program.

Participants remain responsible for all activities conducted through their Program account by their authorised representatives.

17. Effect of Suspension and Termination

Where a Participant's membership is suspended or terminated in accordance with these Terms, the Participant's entitlement to participate in the Program shall be limited or cease, as applicable.

The consequences of suspension or termination, including the treatment of Membership Levels, GoodWe PLUS+ Points, Program Benefits and Rewards, shall be determined in accordance with **Part IV – Program Administration**.

Suspension or termination does not affect any rights or obligations accrued before the effective date of the suspension or termination.

III. GOODWE PLUS+ POINTS

A. Earning GoodWe PLUS+ Points

18. General

GoodWe PLUS+ Points are awarded by GoodWe under the Program to recognise eligible activities performed by Participants.

GoodWe PLUS+ Points have no monetary value, are not legal tender, and do not constitute property, a financial asset or any form of stored value.

Except where expressly permitted by GoodWe, GoodWe PLUS+ Points:

- a. may not be sold, transferred, assigned or otherwise disposed of;
- b. may not be exchanged for cash or cash equivalents; and
- c. may be earned and redeemed only in accordance with these Terms.

GoodWe reserves the right to determine the eligibility, value and availability of GoodWe PLUS+ Points awarded under the Program.

For the avoidance of doubt, GoodWe PLUS+ Points may be earned through various Program activities, but only Installation Points count towards qualification for Silver and Gold Membership unless GoodWe expressly states otherwise.

19. Earning GoodWe PLUS+ Points

Participants may earn GoodWe PLUS+ Points by completing eligible activities designated by GoodWe.

Eligible activities may include:

- registration of eligible GoodWe product installations;
- successful completion of Ambassador Activities;
- participation in promotional campaigns;
- completion of designated training programmes;
- participation in surveys or research activities;
- beta testing activities;
- referrals;
- participation in events; and
- any other activity designated by GoodWe.

The number of GoodWe PLUS+ Points awarded for each eligible activity shall be determined solely by GoodWe and published through the Program Platform or the GoodWe Communication Channels.

GoodWe may introduce, modify, suspend or discontinue eligible activities and their corresponding GoodWe PLUS+ Point values at any time.

20. Product Installation Points

A Participant may earn GoodWe PLUS+ Points for eligible GoodWe product installations successfully registered through the SEMS Portal under the Participant's GoodWe PLUS+ installer account.

Unless GoodWe expressly states otherwise:

- GoodWe PLUS+ Points shall be awarded only once for each eligible installation;
- GoodWe PLUS+ Points shall be credited to the GoodWe PLUS+ installer account under which the installation is first successfully registered;
- an installation registered under another installer account shall not qualify for duplicate GoodWe PLUS+ Points; and
- GoodWe shall determine which products, product series and services qualify for GoodWe PLUS+ Points.

Where an installation is subsequently transferred between installer accounts, the GoodWe PLUS+ Points shall remain allocated to the installer account under which the installation was originally registered unless GoodWe determines that a technical, administrative or system error has occurred.

Installation-related GoodWe PLUS+ Points are normally credited to the Participant's GoodWe PLUS+ account at the beginning of the calendar month following the month in which the eligible installation is successfully registered. If a Participant believes that installation-related GoodWe PLUS+ Points have not been credited within a reasonable time after the expected crediting date, the Participant should contact GoodWe at goodwe.plus@goodwe.com for assistance.

Installation Points awarded under this Clause count towards qualification for Silver and Gold Membership in accordance with Clause 12.

21. Ambassador Benefit

The Ambassador Benefit provides eligible Participants with opportunities to earn Rewards by completing Ambassador Activities designated by GoodWe.

Each Ambassador Activity may be subject to specific eligibility requirements, submission requirements, review criteria, approval procedures and Rewards published through the Program Platform or the GoodWe Communication Channels.

Completion of an Ambassador Activity does not guarantee that a Reward will be awarded.

22. Qualifying Submissions

Where an Ambassador Activity requires a Qualifying Submission, the Participant shall ensure that the submission:

- complies with all applicable requirements published by GoodWe;
- is accurate, complete and not misleading;
- does not infringe the intellectual property or other rights of any third party;
- complies with applicable laws and regulations; and
- may lawfully be used by GoodWe in accordance with these Terms.

GoodWe may reject any Qualifying Submission that does not satisfy the applicable requirements.

Unless GoodWe expressly states otherwise, the same Qualifying Submission may qualify only once for the Reward available under the applicable Ambassador Activity.

23. Promotional Campaigns

Each promotional campaign may specify its own eligibility criteria, qualifying requirements, Rewards and other campaign-specific conditions.

Unless expressly stated otherwise, campaign-specific conditions apply only to the relevant promotional campaign and do not amend these Terms.

B. Redeeming GoodWe PLUS+ Points

24. GoodWe PLUS+ Points Validity and Expiry

GoodWe PLUS+ Points remain valid until 31 December of the Calendar Year immediately following the Calendar Year in which they were earned. For example, GoodWe PLUS+ Points earned during 2026 expire on 31 December 2027.

Expired GoodWe PLUS+ Points shall automatically expire and be removed from the Participant's account without compensation.

GoodWe may restore expired GoodWe PLUS+ Points where it determines that the expiry resulted solely from an administrative, technical or system error.

25. Redemption of GoodWe PLUS+ Points

Eligible Participants may redeem available GoodWe PLUS+ Points through the Points Mall or another redemption method designated by GoodWe.

Redemption is subject to:

- the Participant having sufficient unexpired GoodWe PLUS+ Points available for redemption;
- availability of the selected Reward;
- compliance with any applicable redemption requirements; and
- any additional conditions specified by GoodWe.

A redemption request becomes final once accepted through the Program Platform and may not be cancelled unless GoodWe agrees otherwise.

GoodWe may refuse a redemption request where it reasonably believes that the redemption does not comply with these Terms.

26. Points Mall and Reward Catalogue

The Points Mall and Reward Catalogue enable Participants to redeem GoodWe PLUS+ Points for Rewards designated by GoodWe.

Rewards made available through the Points Mall may include:

- merchandise and promotional items;
- products or services;
- warranty extension benefits for eligible GoodWe products; and
- other Rewards designated by GoodWe.

The Rewards available through the Reward Catalogue, the GoodWe PLUS+ Points required for redemption, applicable eligibility requirements, redemption limits and any additional conditions shall be determined by GoodWe and published through the Program Platform or the GoodWe Communication Channels.

Where available, Participants may redeem GoodWe PLUS+ Points for eligible warranty extension Rewards. The availability, eligible products, redemption requirements, duration, exclusions, limitations and conditions applicable to any warranty extension Rewards shall be governed

exclusively by the applicable GoodWe Limited Warranty for Inverter System (for Europe) and any additional redemption requirements published by GoodWe.

Where there is any inconsistency between these Terms and the applicable GoodWe Limited Warranty for Inverter System, the warranty document shall prevail with respect to all warranty matters.

GoodWe may add, modify, suspend or remove Rewards available through the Points Mall at any time without prior notice.

27. Reward Fulfilment

GoodWe shall use reasonable efforts to fulfil redeemed Rewards.

Rewards shall be delivered or fulfilled in the manner determined by GoodWe according to the nature of the Reward. Depending on the Reward, fulfilment may include shipment of physical items, provision of digital benefits, activation or registration of warranty extension Rewards or other methods designated by GoodWe.

Delivery times may vary depending on supplier availability, destination country, customs procedures, logistics providers or other circumstances beyond GoodWe's reasonable control.

Participants are responsible for ensuring that all delivery information provided to GoodWe is complete and accurate.

Where a Reward cannot reasonably be fulfilled, GoodWe may, at its discretion:

- a. substitute the Reward with a substantially similar Reward;
- b. delay fulfilment until the Reward becomes available; or
- c. refund the GoodWe PLUS+ Points redeemed for that Reward.

GoodWe shall not be responsible for delays, failed deliveries or additional costs arising from inaccurate delivery information supplied by the Participant or circumstances beyond GoodWe's reasonable control.

IV. PROGRAM ADMINISTRATION

28. Program Records

GoodWe shall maintain the official electronic records for the administration of the Program.

Such records may include:

- Participant information;

- membership status;
- Membership Levels;
- GoodWe PLUS+ Points earned, redeemed, expired or adjusted;
- eligible activities;
- Ambassador Activities;
- Qualifying Submissions;
- Rewards;
- redemption transactions; and
- any other information reasonably required for the administration of the Program.

The electronic records maintained by GoodWe shall be conclusive for the administration of the Program unless GoodWe determines that an administrative, technical or system error has occurred.

A Participant who believes that any Program record is inaccurate shall notify GoodWe as soon as reasonably practicable and provide any information reasonably requested by GoodWe to investigate the matter.

29. Crediting GoodWe PLUS+ Points

GoodWe PLUS+ Points are credited after GoodWe has verified that the applicable qualifying activity satisfies the Program requirements. Crediting times vary depending on the type of qualifying activity. Installation Points are normally credited in accordance with Clause 20.

30. GoodWe PLUS+ Point Balance

Participants may view their GoodWe PLUS+ Point balance through the Program Platform.

The GoodWe PLUS+ Point balance maintained in GoodWe's official electronic Program records shall prevail in the event of any discrepancy.

Participants should notify GoodWe promptly if they believe that their GoodWe PLUS+ Point balance is inaccurate.

31. Verification and Audit Rights

GoodWe may request any information or supporting documentation reasonably necessary to verify a claim, including invoices, commissioning records, product serial numbers, photographs or any other relevant documentation.

32. Adjustments to GoodWe PLUS+ Points

GoodWe may adjust, reverse or remove GoodWe PLUS+ Points where it reasonably determines that:

- GoodWe PLUS+ Points were awarded in error;
- duplicate GoodWe PLUS+ Points were credited;
- the applicable qualifying requirements were not satisfied;
- a product registration is fraudulent, invalid or duplicated;
- a Qualifying Submission is ineligible;
- the Participant has breached these Terms; or
- an adjustment is otherwise necessary to protect the integrity or proper administration of the Program.

Where reasonably practicable, GoodWe may notify the Participant before making a material adjustment.

33. Fraud and Misuse

Participants shall not engage in any activity that compromises, or is reasonably likely to compromise, the integrity or proper operation of the Program.

Prohibited conduct includes:

- false information;
- fraudulent registrations;
- manipulation of points;
- abuse of campaigns;
- misuse of warranty extension benefits;
- other fraudulent conduct.

GoodWe reserves the right to investigate any suspected misuse of the Program and to take any action permitted under these Terms, including the adjustment or cancellation of GoodWe PLUS+ Points, suspension or termination of membership, or cancellation of Rewards.

34. Suspension

GoodWe may suspend a Participant's membership or access to all or part of the Program where it reasonably believes that:

- the Participant has breached these Terms;
- verification or investigation is required;

- fraudulent, deceptive or suspicious activity has occurred or is reasonably suspected;
- the security, integrity or proper operation of the Program may be compromised; or
- suspension is otherwise reasonably necessary to protect GoodWe, the Program or other Participants.

During the period of suspension, GoodWe may temporarily restrict the Participant's ability to:

- earn GoodWe PLUS+ Points;
- redeem GoodWe PLUS+ Points;
- participate in Ambassador Activities;
- receive Program Benefits;
- redeem Rewards; or
- access all or part of the Program Platform.

GoodWe may lift the suspension once it determines that the circumstances giving rise to the suspension have been satisfactorily resolved.

35. Termination

GoodWe may terminate a Participant's membership where it reasonably determines that:

- the Participant has committed a material breach of these Terms;
- fraudulent, deceptive or unlawful conduct has occurred;
- the Participant has intentionally abused the Program;
- the Participant no longer satisfies the eligibility requirements;
- the Participant has failed to cooperate with a verification or audit; or
- continued participation would reasonably be expected to adversely affect the integrity, operation or reputation of the Program or GoodWe.

Upon termination, GoodWe may:

- deactivate the Participant's Program account;
- remove the Participant's Membership Level;
- cancel any unredeemed GoodWe PLUS+ Points;
- cancel pending Reward redemptions;
- terminate eligibility for future participation in the Program; and
- take any other action reasonably necessary for the administration of the Program.

Termination shall not affect any rights or obligations accrued before the effective date of termination.

36. Changes to the Program

GoodWe is entitled to modify, suspend or discontinue any aspect of the Program where reasonably necessary for operational, commercial, legal or technical reasons.

GoodWe may, among other things:

- modify Membership Levels;
- modify Program Benefits;
- introduce, modify or discontinue eligible activities;
- change GoodWe PLUS+ Point values;
- modify qualification criteria;
- update or replace the Program Platform or the Points Mall;
- introduce new Program features; or
- discontinue existing Program features.

Where reasonably practicable, GoodWe will communicate material changes through the GoodWe Communication Channels before they take effect.

Unless GoodWe expressly states otherwise, changes published through the GoodWe Communication Channels shall take effect on the date specified in the relevant communication or, if no date is specified, on the date of publication.

Unless otherwise expressly stated, changes shall apply prospectively and shall not affect GoodWe PLUS+ Points or Rewards already redeemed.

37. Program Cancellation

GoodWe reserves the right to discontinue the Program in its entirety at any time.

Where reasonably practicable, GoodWe will provide prior notice of the discontinuation through the GoodWe Communication Channels.

GoodWe may specify a final date by which Participants must redeem their available GoodWe PLUS+ Points.

Any GoodWe PLUS+ Points remaining after the published redemption deadline shall automatically expire without compensation unless GoodWe expressly determines otherwise.

Except as expressly provided in these Terms or required by applicable law, the discontinuation of the Program shall not give rise to any entitlement to compensation, damages or reimbursement arising solely from the discontinuation of the Program.

V. LEGAL PROVISIONS

38. Participant Responsibilities

Participants shall:

- comply with these Terms and all applicable Program requirements;
- ensure that all information, submissions and documentation provided to GoodWe are accurate, complete and not misleading;
- comply with all applicable laws and regulations relating to their participation in the Program;
- maintain the security and confidentiality of their Program account credentials;
- promptly notify GoodWe of any unauthorised access to or use of their Program account; and
- cooperate with GoodWe in connection with the administration of the Program.

Participants remain responsible for all activities carried out through their Program account by their authorised representatives.

39. GoodWe Intellectual Property

Unless otherwise expressly stated, all intellectual property rights in the Program, the Program Platform, the Points Mall, the GoodWe Communication Channels, Program materials, trademarks, logos, software, documentation and other content made available by GoodWe remain the exclusive property of GoodWe or its licensors.

Nothing in these Terms transfers any ownership rights in GoodWe's intellectual property to a Participant.

Subject to these Terms, GoodWe grants each Participant a limited, non-exclusive, non-transferable and revocable licence to access and use the Program solely for the purposes of participating in the Program.

Participants shall not copy, reproduce, modify, distribute, reverse engineer or otherwise exploit any part of the Program except where expressly permitted by applicable law or authorised in writing by GoodWe.

40. Licence for Qualifying Submissions

By submitting a Qualifying Submission or any other content in connection with the Program, the Participant represents and warrants that it has all necessary rights, permissions and authority to submit that content.

The Participant grants GoodWe a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable and sublicensable licence to use, reproduce, publish, display, adapt, translate, edit, modify, make additions to, remove portions of, make alterations to, distribute and otherwise exploit the Qualifying Submission for purposes relating to:

- administration and operation of the Program;
- promotion of the Program;
- marketing of GoodWe and its products and services; and
- related business activities.

GoodWe may make reasonable additions, alterations, edits or other modifications to a Qualifying Submission when using it for the purposes described above, including to adapt the submission for different formats, channels or communication purposes.

The Participant remains solely responsible for ensuring that any Qualifying Submission does not infringe the intellectual property rights or other rights of any third party.

41. Publicity

Unless the Participant objects in writing or applicable law requires otherwise, GoodWe may identify the Participant as a member of the Program through the GoodWe Communication Channels.

GoodWe may publish or display:

- the Participant's company name;
- company logo;
- Membership Level;
- approved Qualifying Submissions;
- project photographs;
- testimonials; and
- other Program-related content approved by GoodWe.

Nothing in this clause obliges GoodWe to publish or use any material submitted by a Participant.

42. Artificial Intelligence

Participants may use artificial intelligence tools to assist in preparing Qualifying Submissions unless the applicable requirements for an Ambassador Activity provide otherwise.

Participants remain solely responsible for the accuracy, originality, legality and compliance of every Qualifying Submission, irrespective of whether artificial intelligence tools were used in its preparation.

GoodWe may reject any Qualifying Submission that:

- contains false or misleading information;
- infringes intellectual property rights;
- fails to satisfy the applicable Ambassador Activity requirements;
- is generated or presented in a manner that GoodWe reasonably considers deceptive; or
- otherwise fails to comply with these Terms.

43. Taxes

Participants are solely responsible for determining, reporting and paying any taxes, duties or similar charges arising from participation in the Program or the receipt of any Reward, unless applicable law requires GoodWe to do otherwise.

Where required by applicable law, GoodWe may withhold taxes or report information relating to Program Benefits or Rewards to the relevant authorities.

44. Export Control and Sanctions

Participants shall comply with all applicable export control laws, trade sanctions and similar legal requirements.

GoodWe may refuse participation, suspend membership, withhold Rewards or take any other action reasonably necessary to comply with applicable export control laws, trade sanctions or other legal obligations.

45. Privacy and Personal Data

GoodWe processes personal data in connection with the administration of the Program in accordance with its applicable [Privacy Policy](#) and all applicable data protection legislation.

Participants shall ensure that they have obtained all necessary permissions and legal bases before providing personal data relating to any third party to GoodWe.

Nothing in these Terms limits any rights or obligations arising under applicable data protection laws.

46. Force Majeure

GoodWe shall not be liable for any delay or failure to perform its obligations under these Terms where such delay or failure results from circumstances beyond its reasonable control.

Such circumstances may include natural disasters, war, civil unrest, governmental action, labour disputes, failures of utilities or communications, cyber incidents and other circumstances beyond GoodWe's reasonable control.

GoodWe shall resume performance as soon as reasonably practicable after the relevant circumstances cease.

47. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the Program, the Program Platform, the Points Mall and all Program Benefits are provided on an "as available" basis.

GoodWe does not warrant that:

- the Program will operate without interruption;
- the Program Platform will always be available;
- Rewards will always be available;
- Program Benefits will remain unchanged;
- the Program will be free from technical errors; or
- the Program will satisfy every Participant's individual requirements.

Nothing in these Terms excludes any warranty that cannot lawfully be excluded under applicable law.

48. Limitation of Liability

To the fullest extent permitted by applicable law, GoodWe shall not be liable for any indirect, incidental, consequential, special or punitive loss or damage arising out of or in connection with the Program.

In particular, GoodWe shall not be liable for:

- loss of profit;
- loss of revenue;
- loss of business opportunity;

- loss of goodwill;
- loss of anticipated savings; or
- loss of data.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited under applicable law, including liability arising from fraud, wilful misconduct, gross negligence or death or personal injury where such exclusion or limitation is prohibited by law.

49. No Agency

Nothing in these Terms or the Program creates or shall be construed as creating any partnership, joint venture, agency, employment or fiduciary relationship between GoodWe and any Participant.

Participation in the Program does not authorise a Participant to act as GoodWe's agent or representative, or to make any representation, commitment or warranty on behalf of GoodWe, unless expressly authorised in writing by GoodWe.

Participants shall not hold themselves out as being authorised to bind GoodWe or incur obligations on GoodWe's behalf.

VI. GENERAL PROVISIONS

50. Interpretation

In these Terms, unless the context otherwise requires:

- words importing the singular include the plural and vice versa;
- words importing any gender include every gender;
- references to a "person" include an individual, company, partnership, association, organisation or other legal entity;
- references to a law or regulation include any amendment, replacement or re-enactment of that law or regulation;
- the words "including", "includes" and "such as" shall be interpreted as meaning "including without limitation";
- headings are included for convenience only and do not affect the interpretation of these Terms.

51. GoodWe Communications

GoodWe may communicate with Participants regarding the Program through the GoodWe Communication Channels.

Where these Terms require GoodWe to publish, notify or communicate information, such requirement shall be satisfied by publication through the Program Platform or the GoodWe Communication Channels, unless these Terms expressly require another form of communication.

Participants are responsible for ensuring that their contact information remains accurate and up to date and for regularly reviewing the GoodWe Communication Channels for Program-related information.

GoodWe may update its contact details from time to time through the GoodWe Communication Channels without amending these Terms.

52. Document Precedence

Where additional Program documents, campaign rules, Reward conditions or other Program requirements apply, they shall be read together with these Terms.

In the event of any inconsistency:

- these Terms prevail over operational guidance published through the Program Platform or GoodWe Communication Channels;
- campaign-specific terms prevail only for the relevant campaign;
- the applicable GoodWe Limited Warranty for Inverter System prevails with respect to all warranty matters.

53. Language

These Terms are drafted in the English language.

GoodWe may provide translations for convenience only.

In the event of any inconsistency between the English version and a translated version, the English version shall prevail to the extent permitted by applicable law.

54. Entire Agreement

These Terms constitute the entire agreement between GoodWe and the Participant regarding the Program and supersede all previous terms, policies, communications and understandings relating to the Program.

Nothing in this clause limits the application of any mandatory rights or obligations arising under applicable law.

55. Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable, that provision shall, to the extent possible, be interpreted or modified so as to achieve its intended purpose while remaining valid and enforceable.

If such interpretation or modification is not possible, the relevant provision shall be deemed severed from these Terms without affecting the validity or enforceability of the remaining provisions.

56. No Waiver

Failure or delay by GoodWe in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy.

Any waiver by GoodWe shall be effective only if made expressly and in writing.

A waiver of any particular right or breach shall not constitute a waiver of any other right or breach.

57. Assignment

Participants may not assign, transfer or otherwise dispose of any rights or obligations under these Terms without the prior written consent of GoodWe.

GoodWe may assign or transfer its rights or obligations under these Terms to an affiliated company or to a successor in connection with a merger, acquisition, corporate restructuring or transfer of the Program.

58. Governing Law

These Terms and any dispute arising out of or in connection with the Program shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

59. Jurisdiction

To the extent permitted by applicable law, the courts having jurisdiction over the registered office of GoodWe Europe GmbH shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms or the Program.

Nothing in this clause limits any mandatory jurisdiction rights that cannot lawfully be excluded under applicable law.