

GENERAL TERMS AND CONDITIONS SOLARCLARITY

1. DEFINITIONS

General Terms and Conditions:	These General Terms and Conditions;
User:	The user of these General Terms and Conditions, this being Solarclarity;
Days:	Calendar days;
Services:	The designs by Solarclarity on behalf of the Customer, the provision of training by Solarclarity and the preparation of manuals and creation of instructional videos;
Manufacturer:	The company that manufactured the product;
Customer:	A legal entity that is registered with the Chamber of Commerce, or a foreign equivalent, which instructs Solarclarity to provide products and/or services;
Quotation:	The quotation submitted by the User to the Customer for the delivery of Products and/or Services;
Order:	An order of Products and/or Services placed by the Customer with Solarclarity;
Order confirmation:	Confirmation of the Order of the Customer with the prevailing and agreed price and target times;
Agreement:	The Agreement between Solarclarity and a Customer regarding the provision of Products and/or Services;
Products:	The materials supplied by the User, such as solar panels, inverters, assembly materials, connectors, cables kWh counters, monitoring hardware and software (assembly) manuals and designs;
Solarclarity:	The private company with limited liability Solarclarity BV, with its registered office in Weesp and registered in the Trade Register of the Chamber of Commerce under number 32123093.

2. APPLICABILITY OF THESE TERMS AND CONDITIONS

- 2.1 These General Terms and Conditions apply to all legal relationships in which Solarclarity acts as a (potential) seller and/or supplier of Products and/or Services.
- 2.2 Any General Terms and Conditions of the Customer or third parties shall, regardless of their denomination, not be applicable. An exception thereto can only be made if Solarclarity has expressly accepted the applicability of these General Terms and Conditions in writing.
- 2.3 Deviations from the General Terms and Conditions are binding only if and insofar as they are confirmed in writing by Solarclarity. The Customer cannot derive any rights for future Agreements from possible deviations from the General Terms and Conditions.
- 2.4 Solarclarity reserves the right to modify or supplement these General Terms and Conditions at all times. Any changes will apply to newly concluded Agreements and not to any existing Agreements.
- 2.5 If any provision of these General Terms and Conditions is null and void or annulled or otherwise proves to be not binding after judicial intervention, the remaining provisions of these General Terms and Conditions will remain in full force and effect. The invalid provision will be replaced by a reasonable provision which, in terms of content, scope and objective, represents the old and void provision as closely as possible.

3. QUOTATIONS

- 3.1 All Quotations of Solarclarity are without obligation, unless explicitly stated otherwise.
- 3.2 A Quotation shall have a validity of 14 days, unless a different period is specified in the Quotation. Solarclarity reserves the right to reduce this period or withdraw its Quotation at all times.

4. CONCLUSION / AMENDMENT OF THE AGREEMENT

- 4.1 An Agreement is concluded by the written confirmation of the Customer of the Quotation, by placing an Order through the online customer portal of Solarclarity, or by placing an order by email.
- 4.2 If Solarclarity and the Customer agree that the Agreement should be amended or supplemented afterwards, Solarclarity will inform the Customer of the time of the delivery of the Products and the financial and/or qualitative consequences.

5. PRICE

- 5.1 The prices specified in a Quotation and an Agreement shall be expressed in euros, unless specified otherwise, and shall exclude VAT and other levies imposed by the government, unless specified otherwise.
- 5.2 The prices for delivery of the Products apply without installation or assembly and ex-works.
- 5.3 Solarclarity shall be entitled to change its prices in accordance to market prices at any time. The price change does not affect the prices already agreed upon between Solarclarity and the Client and that are expressly stipulated in the Order, Agreement and/or the Quotation, to the extent that the validity of the Quotation has not yet expired.
- 5.4 Prices and price list of Solarclarity are subject to programming, calculation and/or typographical errors.

6. PAYMENT

- 6.1 Payment must be made within the term specified on the invoice to the bank account indicated on the invoice. Solarclarity is entitled to pledge the invoice to a third party.
- 6.2 The Customer shall never be entitled to settlement and/or suspension of any payment obligation to Solarclarity. The Customer shall never be entitled to a payment discount.
- 6.3 After the expiry of the due date, the Client is in default. From that moment on, the Customer shall owe the statutory interest under article 6:119 a of the Dutch Civil Code over the amount due as well as extrajudicial collection costs of 15% of the principal amount owed, with a minimum of EUR 75.
- 6.4 In the event of liquidation, bankruptcy or suspension of payments of the Customer, the Customer shall be in default immediately and the Customer's obligations will be due and payable with immediate effect.

7. DELIVERY

- 7.1 The delivery deadlines specified in the Agreement, Order and Quotation or agreed are approximate and do not constitute firm deadlines, unless expressly agreed otherwise.
- 7.2 In principle, Solarclarity will provide the Products agreed upon with the Customer. However, in view of the technological developments in the area of the Products, Solarclarity shall be entitled at all times to provide other, technically equivalent or newer versions of the Products, if, for practical or commercial reasons, it is not reasonably possible to expect otherwise from Solarclarity. Differences in the delivered Products or the specifications of the delivered Products with respect to those specified in the Quotation, the Order or the Agreement, will, in principle, not grant the Customer the right to terminate the Agreement, unless the deviations are such that one cannot reasonably speak of a technically equivalent product.
- 7.3 Assembly and commissioning of the Products are not included in the delivery.
- 7.4 Solarclarity is entitled to also deliver the Products in separate components.
- 7.5 Solarclarity will always deliver the Products at the request of the Customer at the address specified by the Customer. Transport costs and all additional costs are for the account of the Customer.
- 7.6 The Customer can only pick up Products at Solarclarity by appointment. In this case, delivery will take place ex-works.

8. RISK

- 8.1 The risk regarding the Products to be provided by Solarclarity shall be for the Customer from the moment the Products are delivered to the address provided by the Customer and/or the Customer has picked up the Products as agreed.
- 8.2 If the delivery or collection of the Products is delayed because of the Customer, the Products can be stored at the expense and risk of the Customer. In that case, Solarclarity may require full payment of the invoice from the Customer.
- 8.3 Solarclarity shall never be obliged to compensate the Customer for damages related to the delay.

9. RETENTION OF OWNERSHIP

9.1 The Products remain the property of Solarclarity until the Customer has met all its payment obligations to Solarclarity under the Agreement. The Customer is hereby obliged to handle the Products with the necessary care and diligence. If the Customer fails to fulfil payment obligations to Solarclarity, Solarclarity shall be entitled to take back the delivered Products. The Customer grants Solarclarity permission to remove the Products, if necessary, before they are taken back and the Customer will facilitate Solarclarity when doing so. The costs for the removal of the Products shall be borne by the Customer. Upon removal, Solarclarity shall not be obliged to restore the old situation and/or to undo the structural work carried out. This also applies if this is done by third parties (end user).

10. FORCE MAJEURE

10.1 Solarclarity shall be entitled to invoke force majeure if the performance of the Agreement, in whole or in part, temporarily or not, is prevented or impeded by circumstances, which reasonably should not be for the risk of Solarclarity, such as the delayed delivery to Solarclarity of parts ordered from third parties, goods or services other than by circumstances attributable to Solarclarity, accidents, transport disruptions, delays due to traffic conditions, government action, strikes and operational failures.

10.2 Force majeure on the part of Solarclarity shall suspend its delivery and other obligations. In this event, Solarclarity shall be entitled to terminate the Agreement without this leading to any obligation to pay compensation.

10.3 If, at the time the force majeure occurs, Solarclarity has already partially fulfilled its obligations, or Solarclarity can only fulfil part of its obligations, it shall be entitled to charge the Customer for the part already delivered or the deliverable part, and the Customer shall be obliged to pay the invoice of Solarclarity.

11. PRODUCT WARRANTIES

11.1 Manufacturer's warranties are granted exclusively by the Manufacturer and not by Solarclarity. If available, Solarclarity will provide the Customer with the text of these warranties at the request of the Customer.

11.2 Manufacturer's warranties can only be considered if the Manufacturer's installation manual was strictly followed, and the Customer has reported the defects in writing and in accordance with the applicable warranty procedure to Solarclarity within seven days of observation.

11.3 Excluded from Manufacturer's warranties are in all cases any differences in the colour of the Products, network errors, network and connectivity issues resulting from the Internet installation of the Customer, damage to (parts of) the Products due to fire, explosion, flood, direct and indirect lightning strikes, earthquakes and/or volcanic eruption, nuclear reactions, war, threat of war, riots, animals, hail, whirlwinds, tornadoes, sand storms, short circuits, misuse, failure to properly and regularly perform maintenance, contact with chemical gases or liquids, vandalism, theft, molestation and/or any unauthorised modifications to the Products.

11.4 The original invoice is required to claim the warranty.

11.5 Any warranty claims shall not suspend the payment obligations of the Customer.

11.6 Repairs to or replacement of (parts of) the Products shall never lead to an extension of the manufacturer's warranty period. The original manufacturer's warranty period will remain applicable.

12. LIABILITY AND INDEMNIFICATION

12.1 The warranty as described in Article 11 of these General Terms and Conditions applies to any defects the Products and/or Services present.

12.2 Solarclarity can never be held liable for damage caused by culpable shortcomings, wrongful acts (whether or not in the performance of the work) or be held liable on other legal grounds. The liability of Solarclarity for all direct and/or indirect damages caused to the Customer or any third party, including consequential damages, delay damages, or lost profits is always excluded provided there is no intent or gross negligence on the part of Solarclarity.

12.3 Solarclarity can never be held liable for damage caused by Products or Services that are provided to Solarclarity by third parties and which Solarclarity provided to the Customer.

12.4 Solarclarity can never be held liable for any direct and/or indirect damages (including lost profits) resulting from the prohibition to use or deliver the Products outside of the Netherlands, because the Products do not meet a particular requirement or standard applicable in the relevant country. The Customer warrants that prior to purchasing the Product, it has examined whether the Products may be used / delivered in the country to which they will be transported. The consequences of failing to perform such a preliminary investigation are therefore also for the full risk of the Customer.

12.5 The Customer indemnifies Solarclarity against all claims by third parties that are related to and/or purchase the Products from the Customer.

12.6 In all cases in which Solarclarity is obliged to pay compensation, this shall never exceed the invoiced amount of the delivered Products and/or Services which caused the damage or in connection with which the damage was caused, or if the damage is covered by the insurance of Solarclarity, the amount that is actually paid out by the insurer. The decision is up to Solarclarity.

12.7 Damages that may be eligible for compensation must be reported to Solarclarity in writing at the earliest opportunity but no later than seven days after its occurrence. Failure to report damages within this period will void all liability on the part of Solarclarity whether or not this harms the interests of the Customer.

13. INTELLECTUAL PROPERTY

13.1 All rights regarding the intellectual property to the Products and/or Services (including the Agreement, Quotation, designs, manuals, documentation, reports, provided information, communications or other expressions concerning the Products and/or Services) are held by Solarclarity, to the extent that these rights are not (also) held by the Manufacturer.

13.2 The Customer is not allowed to copy and/or modify the Products, unless agreed otherwise in writing.

14. TERMINATION AND DISSOLUTION

14.1 In the following cases, Solarclarity shall be entitled, without further notice being required, by means of a written notice, to terminate the Agreement in whole or in part (out of court), without prejudice to all its other legal or contractual rights:

- a. If the Customer does not, not timely or not properly fulfil any of its obligations to Solarclarity;
- b. If the Customer is declared bankrupt;
- c. If the Customer has been granted (temporary) suspension of payment; or
- d. If the assets of the Customer are seized in whole or in part.

14.2 If the Agreement is terminated pursuant to Article 14.1 before the agreed Products and/or Services have been delivered, Solarclarity shall be entitled to the full price agreed for those Products and/or Services.

15. APPLICABLE LAW / DISPUTES

15.1 All Agreements concluded between Solarclarity and the Customer and the legal relationships arising therefrom are governed exclusively by Dutch law.

15.2 All disputes shall be settled exclusively by the competent Court in Amsterdam.