



General Terms and Conditions of Sales and Supply

V. Jul-2021

TABLE OF CONTENT

1. DEFINITIONS	3
2. APPLICABILITY OF THESE CONDITIONS	3
3. OFFER	3
4. CONCLUSION/AMENDMENT OF THE AGREEMENT	3
5. PRICE	4
6. PAYMENT	4
7. DELIVERY	4
8. RISK	5
9. RETURNS	5
10. RESERVATION OF OWNERSHIP	6
11. FORCE MAJEURE	6
12. PRODUCT WARRANTIES	6
13. LIABILITY AND INDEMNITY	7
14. INTELLECTUAL PROPERTY	7
15. TERMINATION AND DISSOLUTION	8
16. APPLICABLE LAW / DISPUTES	8

1. DEFINITIONS

General Terms:	the following general terms and conditions;
Days:	working days, unless stated otherwise;
Services:	the design by Solarclarity authorized by the Customer, training courses by Solarclarity and/or making manuals and instruction videos;
Manufacturer:	The company that produced the Products;
Customer:	a legal entity registered with the Chamber of Commerce, or a foreign equivalent, that Solarclarity instructs to deliver products and/or provide services;
Offer:	the offer made by Solarclarity to the Customer for the supply of Products and/or Services, including but not limited to a quotation and/or order placed via the webshop;
Order:	an order of Products and/or Services from Solarclarity by the Customer;
Order confirmation:	confirmation of the Customer's Order with the then-current and agreed price and target delivery time;
Products:	The materials supplied by Solarclarity such as but not limited to solar panels, inverters, batteries, installation materials, connectors, cables kWh counters, monitoring hardware and software, (assembly) manuals and designs;
Solarclarity:	the private company with limited liability Solarclarity B. V., having its registered office in Weesp and registered in the trade register of the Chamber of Commerce under number 32123093 .

2. APPLICABILITY OF THESE CONDITIONS

1. The General Terms and Conditions apply to all legal relationships in which Solarclarity acts as (potential) seller and/or supplier of Products and/or Services.
2. General Terms and Conditions, under whatever name, of the Customer or third parties are not applicable and are expressly rejected by Solarclarity. This is only different if Solarclarity has explicitly accepted the applicability of these conditions in writing.
3. Deviations from these General Terms and Conditions are only binding if and insofar as they have been confirmed in writing by Solarclarity. The Customer cannot derive any rights for future Agreements from any agreed deviations from the General Conditions.
4. Solarclarity reserves the right to amend or supplement these General Terms and Conditions at all times. Any changes will apply to newly concluded Agreements and not to Agreements that have already been concluded.

3. OFFER

1. An offer from Solarclarity is without obligation unless explicitly stated otherwise.
2. An Offer is valid for 7 days unless another term is stated in the Offer. Solarclarity reserves the right at all times to limit this period or to withdraw its Offer

4. CONCLUSION/AMENDMENT OF THE AGREEMENT

1. An Agreement is concluded by the written confirmation of the Customer of the Offer, by placing an Order via Solarclarity's online Customer portal, or by placing an Order by e-mail.
2. Cancellation or partial cancellation by the Customer of an agreement can only take place with the prior written consent of Solarclarity. In case Solarclarity agrees with the cancellation, the Customer owes Solarclarity a compensation of at least 10% of what the Customer would have had to pay Solarclarity when the agreement was executed, without prejudice to Solarclarity's right to seek full compensation for damages. Solarclarity reserves the right not to accept a (partial) cancellation based on its own motivating reasons.

5. PRICE

1. The prices stated in an Offer and an Agreement are expressed in euros unless stated otherwise and are exclusive of VAT and other government levies unless stated otherwise.
2. The prices on delivery of the Products apply without installation or assembly and ex-warehouse.
3. Solarclarity has the right to update its prices to market prices at any time it wishes. The price change has no consequences for the prices already agreed between Solarclarity and the Customer, which are explicitly laid down in the Order, Agreement, and/or in the Offer, provided that the period of validity of this Offer has not yet expired.
4. Solarclarity's prices and price list are subject to programming, calculation, and/or typing errors.

6. PAYMENT

1. The Customer receives the invoice before delivery at the moment Solarclarity has processed the delivery from the Customer and the packing slip has been closed.
2. Payment must be made within the payment term stated on the invoice to the account number stated on the invoice. Solarclarity is entitled to pledge the invoice to a third party.
3. The Customer must notify Solarclarity in writing of any dispute concerning the invoice within 30 days of the invoice date.
4. Solarclarity reserves the right to offset invoices from and to the Customer.
5. The Customer is never entitled to offset and/or suspend any payment obligation towards Solarclarity. The Customer also never has the right to take payment discounts.
6. After the expiry date, the Customer is in default. From that moment on, the Customer will owe statutory commercial interest under Section 6:119a of Book 6 of the Dutch Civil Code on the amount due as well as the extrajudicial collection costs of 15% on the principal amount due, with a minimum of EUR 75.
7. In the event of liquidation, bankruptcy, or suspension of payment of the Customer, the Customer is immediately in default and the Customer's obligations are immediately due and payable.

7. DELIVERY

1. The Customer can change the agreed delivery date for orders within the Benelux without cost up to 3 working days before the scheduled delivery date. For changes within 3 working days before scheduled delivery date Solarclarity charges restocking fees of 10% of the order value. The Customer can change the agreed delivery date for orders outside the Benelux without cost until 7 working days before the planned delivery date. For changes within 7 working days before scheduled delivery date Solarclarity charges restocking fees of 10% of the order value. The originally agreed delivery date can be postponed once by the Customer with a period of up to 4 weeks without additional storage costs. If the original delivery date is extended by the Customer by more than 4 weeks Solarclarity is entitled to charge storage costs. The delivery periods mentioned or agreed in the Agreement, Order and Offer are approximate and are not definitive periods, unless explicitly agreed otherwise.
2. The customer can request changes to an order within the Benelux until 3 working days before the originally planned delivery date, changes to an order outside the Benelux can be submitted until 7 working days before the originally planned delivery date. Changing an order can only be made considering the provisions in article 4.2 of these General Terms and Conditions.
3. If the Customer is not present at the agreed time of delivery to receive the Products and to sign for receipt, Solarclarity will not deliver the Products, and costs for transport and return transport will be charged to the Customer, as well as restocking costs of 10% of the order value. This applies to all deliveries, including time deliveries.

4. Solarclarity will in principle supply the Products agreed with the Customer. Given the technological developments in the field of the Products, however, Solarclarity is at all times entitled to supply other technically equivalent or newer versions of the Products, when this cannot be expected otherwise from Solarclarity for practical or commercial reasons. Deviations of the delivered Products or in the specifications of the delivered Products compared to what is included in the Offer, in the Order or the Agreement, do not in principle give the Customer the right to dissolve the Agreement unless the deviations are such that it is unreasonable to speak of a technically equivalent product.
5. Assembly and commissioning of the Products are not included in the scope of delivery.
6. Solarclarity is also entitled to deliver in separate parts.
7. Delivery of the Products by Solarclarity always takes place at the request of the Customer at the address provided by the Customer. The transport costs and all additional costs are at the expense of the Customer. In case Solarclarity is not able to deliver the Products on location, it can be agreed that the Products will be collected at Solarclarity. This can only be done on the initiative of Solarclarity and will be agreed in writing with the Customer. The Products must be collected by the Customer within 5 working days after the agreed collection date. If the Customer does not collect the Products within this period, Solarclarity may charge residual storage costs of 10% of the order value.
8. The Customer undertakes to check the Products upon delivery and to report any damage to Solarclarity in writing as soon as possible but within 7 days.
9. Solarclarity and/or a transport partner engaged by Solarclarity is responsible for the delivery of the Products to the public road around the building and/or residence where the Products are to be delivered. Delivery on own ground takes place at the risk of the Customer.

8. RISK

1. The risk concerning the products to be delivered by Solarclarity is transferred to the Customer at the moment that the Products have been delivered to the address indicated by the Customer and/or the Products have been picked up by the Customer by appointment.
2. If delivery or collection of the Products is delayed due to the fault of the Customer, the Products may be stored at the expense and risk of the Customer. In that case payment of the full invoice can be demanded from the Customer by Solarclarity.
3. Solarclarity is never obliged to compensate for damages to the Customer in connection with the delay.

9. RETURNS

1. The Customer is obliged to check the delivered Products immediately upon receipt. Any defects must be reported to Solarclarity within 7 days of receipt via support@solarclarity.nl.
2. Products can be returned within 7 days of receipt.
3. A return will only be handled by Solarclarity if it has been registered by the Customer via <https://solarclarity.nl/retour-aanmelden>.
4. The Customer must return the Products to Solarclarity in the undamaged and original packaging.
5. Products must be shipped in accordance with our return instructions. These instructions can be found on our website.
6. If the return is the result of an order error by the Customer, Solarclarity reserves the right to deduct 10% of the order value in restocking costs from the credit note, as well as any transport costs incurred.
7. Products from the Solar Outlet cannot be returned. Specific order-Items cannot be returned in certain cases. If returns are not possible, this will be stated with the product in question in the webshop.

10. RESERVATION OF OWNERSHIP

1. The Products remain the property of Solarclarity until the Customer has fulfilled all his payment obligations under the Agreement. The Customer is obliged to manage the Products with due care and diligence. If the Customer fails to fulfill his payment obligations towards Solarclarity, Solarclarity is entitled to retrieve the delivered Products. The Customer grants Solarclarity permission to remove the Products, if necessary before they are taken back, and the Customer shall give Solarclarity every opportunity to do so. Removal of the Products takes place at the expense of the Customer. In case of removal, Solarclarity is not obliged to restore the old situation and/or to undo the structural provisioning and undoing, even if removal takes place at a third party (the end-user).

11. FORCE MAJEURE

1. Solarclarity is entitled to invoke force majeure if the execution of the Agreement, in whole or in part, temporarily or otherwise, is prevented or hindered by circumstances that should not reasonably be at the risk of Solarclarity, including but not limited to the delayed delivery to Solarclarity of parts, goods or services ordered from third parties other than by circumstances attributable to Solarclarity, accidents, transport disruptions, delays due to traffic situations, government measures, strikes, and business interruptions.
2. In the event of force majeure on the part of Solarclarity, its delivery and other obligations will be suspended. In this case, Solarclarity is authorized to dissolve the Agreement without any obligation to pay damages.
3. If at the onset of force majeure Solarclarity has already partially fulfilled its obligations, or Solarclarity can only fulfill part of its obligations, it is entitled to charge the Customer separately for the part already delivered or the part that can be delivered, and the Customer is obliged to pay Solarclarity's invoice.

12. PRODUCT WARRANTIES

1. Manufacturer's warranties are given exclusively by the Manufacturer and not by Solarclarity. An exception to this is the guarantee provided for solar panels of the brand DENIM SOLAR. This guarantee is provided by Solarclarity.
2. The procedures and conditions relating to this Factory Warranty are published on the Solarclarity website, if available.
3. Factory guarantees can only be taken into consideration if the manufacturer's assembly instructions have been strictly followed. The customer must report any defects in writing within seven days of their discovery in accordance with the applicable warranty procedure.
4. In all cases excluded from the manufacturer's warranty are possible color differences of the Products, network and connection problems resulting from the Customer's internet installation, damage to (parts of) the Products by fire, explosion, flood, direct and indirect lightning strikes, earthquakes and/or volcanic eruption, nuclear reactions, war, the danger of war, riots, animals, hail, whirlwinds, eddy currents, sandstorms, short circuits, abuse, misuse, improper use, improper and regular maintenance, contact with chemical gases or liquids, vandalism, theft, molestation and/or having made a change to the Products.
5. In the event of a claim under the guarantee, the original invoice must be submitted.
6. Warranty claims do not suspend the Customer's payment obligations.
7. Repair or replacement of (parts of) the Products never leads to an extension of the manufacturer's warranty period, the original manufacturer's warranty period remains applicable.
8. In case of bankruptcy of a Manufacturer, Solarclarity is not responsible for the fulfillment of any warranty obligation that the Customer may expect from the Manufacturer under the granted warranty.

9. Warranty extensions and enhancements are provided solely by the Manufacturer and not by Solarclarity, with the exception of DENIM SOLAR brand solar panels. The Manufacturer alone has the obligation to act in accordance with the established warranty conditions. Solarclarity has no additional role or obligation when selling a warranty extension or extension.

13. LIABILITY AND INDEMNITY

1. Defects in delivered Products and/or Services are covered by the guarantee as described in article 11 of these General Terms and Conditions.
2. Solarclarity is never liable for damage caused by attributable failure, wrongful act (whether or not in the execution of the work), or liable on any other legal basis. The liability of Solarclarity for all direct and/or indirect damage of the Customer or third parties including consequential damage, damage caused by delay, or loss of profit is always excluded except for intent or gross negligence on the part of Solarclarity.
3. Solarclarity is never liable for damage caused by Products or Services which have been delivered to Solarclarity by third parties and which Solarclarity has delivered to the Customer.
4. Solarclarity is never liable for all direct and/or indirect damage (including loss of profit) resulting from the fact that the Products may not be used or re-delivered outside the Netherlands because the Products do not comply with a certain norm or standard applicable there. The Customer warrants that prior to purchasing he has checked that the Products may be transported, used, and/or re-delivered in the country to which they are to be transported. The consequences of failing to carry out such a prior investigation are therefore at the full risk of the Customer.
5. The Customer indemnifies Solarclarity against all claims of third parties that are in relation with and/or are customers of the Products.
6. In all cases in which Solarclarity is obliged to pay compensation, this will never exceed the invoice value of the delivered Products and/or Services as a result of which or in connection with which the damage is caused, or if the damage is covered by an insurance of Solarclarity, the amount paid out by the insurer in this regard. The choice is up to Solarclarity.
7. Damage that could qualify for compensation must be reported in writing to Solarclarity as soon as possible, but no later than seven days after its occurrence. Late reporting leads to the lapse of all liability on the part of Solarclarity, even if this damages the Customer's interests.

14. INTELLECTUAL PROPERTY

1. All rights concerning the intellectual property on delivered Products and/or Services (including the Agreement, Offer, designs, manuals, documentation, reports, displayed information, announcements, or other expressions concerning the Products and/or Services) are vested in Solarclarity, insofar as these rights do not (also) accrue to the Manufacturer.
2. The Customer is not permitted to imitate and/or change Products unless otherwise agreed in writing.

15. TERMINATION AND DISSOLUTION

1. Solarclarity has the right, without further notice of default being required, to dissolve the Agreement in whole or in part (out of court) by means of a written statement, without prejudice to all other rights to which it is legally or contractually entitled in the following cases:
 - a. the Customer does not fulfill one or more of his obligations towards Solarclarity, or does not fulfill it on time or properly;
 - b. the Customer is declared bankrupt;
 - c. the Customer has been granted (provisional) suspension of payments; or
 - d. all or part of the Customer's assets is seized.
2. If the Agreement ends according to Article 15.1 before the agreed Products and/or Services have been delivered, Solarclarity is entitled to the full agreed price for those Products and/or Services.

16. APPLICABLE LAW / DISPUTES

1. All Agreements concluded between Solarclarity and the Customer and legal relationships arising from them are governed exclusively by Dutch law. With regard to disputes, only the court in Amsterdam is competent.



THANK
YOU

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