



## Solar Tester B.V. General Terms and Conditions

### 1 Definitions

In these general terms and conditions, the following terms are understood to mean:

<b>Request:</b>	the submitted request by the Client to have solar panels tested;
<b>General Terms and Conditions:</b>	these General Terms and Conditions version 2.0;
<b>ST:</b>	the private company with limited liability: Solar Tester B.V., with its registered office in Schinnen, and its principal place of business in (6365CR) Schinnen on Vonderstraat 33A, registered in the Commercial Register of the Netherlands Chamber of Commerce for Brabant under number 62387138, trading under the name Solar Tester, hereinafter to be referred to as "ST";
<b>Client:</b>	the natural person who has reached the age of 18, not acting in the capacity of a profession or business, or any other contracting party who has granted ST an assignment as defined under "agreement".
<b>Assignment fee:</b>	the total amount for the assignment to be carried out as specified in the quote accepted by the Client
<b>Object:</b>	The PV modules to be tested
<b>Agreement:</b>	the agreement between ST and the client, on the grounds of which ST carries out work for, or in the name of, the respective client ;
<b>Solar Panels / PV Panel:</b>	PV stands for photovoltaic. A PV panel is made up of a large number of solar cells and due to the photovoltaic principle of these cells, it is capable of generating electricity from (sun)light.
<b>Purchase Price:</b>	the price for testing solar panels. As a rule, the Purchase Price is stated exclusive of VAT.
<b>Product:</b>	The services that ST provides to the client on behalf of the client;
<b>Option:</b>	a request for a quote for one or more assignments without obligation.
<b>Solar Tester:</b>	the equipment and any associated parts that ST needs in order to perform the Assignment.

Terms and Conditions for Delivery version 2.0 – 2022-01

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## **2 Applicability of these General Terms and Conditions**

- 2.1 These General Terms and Conditions apply to all statements, offers, agreements and other dealings of/with ST that concern quality control. The applicability of other (general) terms and conditions than these General Terms and Conditions is precluded.
- 2.2 If one or more provisions of these General Terms and Conditions are found to be invalid, voidable or otherwise unenforceable, the other provisions shall remain in full force and, if necessary, an enforceable provision shall replace the non-enforceable provision without the intervention of the parties, and shall as closely as possible approximate the purport of the non-enforceable provision.
- 2.3 The Agreement constitutes the entire legal relationship between ST and the Client and consists of the Request, these General Terms and Conditions, the stipulated extent of testing, and Purchase Price as well as all data which the Client makes available to ST with the Request, or otherwise for the purpose of delivery and installation of the Solar Power Project. Deviations from the Agreement and these General Terms and Conditions are only valid if they have been approved by ST in writing.
- 2.4 The Client is not authorised to transfer or encumber its rights and obligations under the Agreement to the benefit of a third party. ST is authorised to transfer its rights and obligations under the Agreement to a third party within the framework of the transfer of its business. The Client grants in advance their irrevocable permission or cooperation for this. ST is furthermore authorised to have its obligations under the Agreement performed by another party, but remains responsible at all times towards the Client for the fulfilment of the Agreement.

## **3 Obligations of the Client**

- 3.1 The Client is aware that ST conducts customised quality control according to the specifications provided by the Client and that testing can only function properly if these specifications are correct. The Client declares and guarantees that all information it provides to ST as part of the Application or otherwise for the purposes of the Agreement is correct and complete. All consequences of any inaccuracies or omissions in this information shall be for the account of the Client.
- 3.2 The Client declares and guarantees that as owner or by virtue of any other title whatsoever, it is entitled to have the Solar Panels tested and that it has irrevocably obtained all the necessary approvals and permits for this purpose.
- 3.3 ST will assess each Request and ST is authorised to refuse a Request without stating reasons, regardless of whether the Client has investigated the suitability of the Object and regardless of the outcome thereof. An Agreement is only entered into if it has been confirmed in writing by ST.
- 3.4 If, after this confirmation, the Client provides further information that gives rise to a change in the testing, or if the number of solar panels or brand types on the day of installation is different than anticipated, ST is entitled to charge additional costs as a result thereof to the Client or otherwise unilaterally dissolve the agreement.



- 3.5 The Client will ensure that ST has timely access to the solar panels on the site where the work will be performed.
- 3.6 On the day of testing, the Client must have made the preparations as detailed in the instruction leaflet enclosed with the quote. This leaflet can also be consulted on the ST website. If this preparation is not undertaken, or is inadequate, the client is obliged to reimburse ST for all additional costs resulting from this.
- 3.7 If the panels are to be tested according to STC (Standard Test Conditions), the panels should be preheated.
- 3.8 The Client will compensate ST, its subordinates and its (sub)contractors for all damage of whatever nature as a result of the inaccuracy or incompleteness of the statements referred to in this article and as a result of the Client's failure to comply with their obligations.

#### **4 Purchase**

- 4.1 ST is selling the services and materials associated with the quality control to the Client. ST is authorised to deliver items that differ from the Agreement, provided that these items are comparable and ensure that the testing complies with the Agreement.
- 4.2 ST is entitled to increase the Purchase Price up to the day of execution of the Assignment if sudden changes in market conditions, purchase prices and suchlike give cause to do so. In that case, the Client is entitled to dissolve the Agreement within 5 working days.
- 4.3 The services are provided under retention of title of the information that arises from the testing. As a result, the ownership of this information does not transfer to the Client as long as they have not fully complied with all their (payment) obligations towards ST under the Agreement.
- 4.4 As soon as, and as long as, the Client is in default with its obligations towards ST, the Client is obliged to accept that ST may cancel the testing, both before the start and during testing. The Client is obliged to grant access to the Object for this purpose during office hours. All costs associated with the cancellation will be borne by the Client.
- 4.5 If the acceptance deviates (on minor points) from the offer included in the quote, ST is not bound by that. The assignment will in that case not be concluded in accordance with this deviating acceptance, unless ST indicates otherwise.
- 4.6 A compound quote does not oblige ST to perform part of the assignment for a proportionate part of the quoted price.
- 4.7 Offers or quotes do not automatically apply to future assignments.
- 4.8 ST will at all times try to inform the Client of any delays that occur in the testing of the solar panels. Any deadline for a service to be performed by ST is indicative and subject to change. ST is never obliged to carry out its obligations earlier than this indicative term.
- 4.9 Mere failure by ST to meet a deadline will in no case constitute a default on the part of ST and under no circumstances will it cause ST to be in default. Any costs or damages that the Client believes to suffer due to the exceeding or postponement of a deadline or due to incorrect or late information can in no case be attributed to ST.



## 5 Testing

- 5.1 ST will test the panels on location in accordance with the method stated on the quotation. ST has informed the Client about this method, information about which may also be consulted on the ST website.
- 5.2 ST will approach the Client to make an appointment for testing and confirm this appointment. The Client is authorised to reschedule the appointment in consultation with ST up to 15 working days before the agreed date of installation at no extra cost. In the event of a change or cancellation of an appointment later than 15 working days but more than 5 working days before the agreed date of installation, the Client will owe an immediately payable fee of 25% of the Assignment Fee to ST. In case of change or cancellation less than 5 working days before the agreed date of installation, this will be 40% of the Assignment Fee.
- 5.3 The Client is obliged to grant ST or its subcontractors full access to the Object that is required for testing.
- 5.4 If the testing cannot be completed as a result of
- the Client not providing timely or insufficient access,
  - as a result of the PV modules not being present on the day of testing;
  - lack of manpower support on day of testing;
  - as a result of any inaccuracies or omissions of the information provided by the Client,
- the Client will owe ST an immediately due and payable fee of 100% of the Assignment Fee, without affecting ST's right to full reimbursement of all costs incurred as a result.
- 5.5 The Client must ensure a safe location to set up and use the Solar Tester and will make this location available to ST. As long as the Solar Tester is present, the Client is responsible for the risks of theft, fire and security. To this end, the Client shall take out an adequate insurance policy.
- 5.6 The Client is aware that ST does not accept any risks and costs that hinder or hamper the execution of the Assignment. This includes heating panels prior to testing according to STC, extra time for unpacking and packing panels, insufficient or no support in terms of manpower, etc. These costs will be passed on to the Client.



## **6 Price and Payment**

- 6.1 Costs of any additional work that is necessary on the day of testing will be charged on the basis of a subsequent calculation.
- 6.2 ST will send the Client an invoice for the final Purchase Price. In view of the fact that ST must schedule the testing before it can perform it for the Client, ST will require the Client to pay a portion of the Purchase Price to be determined by ST in advance. ST is not obliged to start testing as long as it has not received the part of the Purchase Price to be paid in advance.
- 6.3 The Client must make all payments no later than the final payment date or dates as stated on the invoice. Non-timely payment will place the Client in default, without notice thereof being required. As soon as, and as long as, the Client is in default, they will owe statutory interest on the outstanding amounts as well as € 275 in administration costs.
- 6.4 If the Client is in default or fails to fulfil (in time) their obligations, all reasonable costs incurred in obtaining settlement out of court will be for the account of the Client. In each case, the Client shall owe collection costs in the event of a financial claim.
- 6.5 If ST has incurred higher costs, which were necessary within reason, these will also be eligible for reimbursement by the client.
- 6.6 Any judicial and execution costs incurred within reason will also be borne by the Client.

## **7 Termination**

- 7.1 ST is entitled to terminate the Agreement with immediate effect if the Client has been declared bankrupt or filed for bankruptcy, a suspension of payments has been filed with regard to the Client, the Natural Persons Debt Restructuring Act (in Dutch: 'Wet Schuldsanering Natuurlijke Personen') applies to the Client, or the Client has proposed or reached an agreement with their creditors.
- 7.2 If the Agreement is terminated after ST has received an advance payment from the Client, ST will refund the amount paid in advance, with a deduction of the amount the Client owes ST, within 30 days to an account at a bank established in the Netherlands to be designated by the Client.

## **8 Personal Data**

ST will only collect, process or have the personal data of the Client processed insofar as this is necessary for the performance of the Agreement. ST is responsible for such processing. The Client grants ST irrevocable and unconditional permission to transfer personal data to its subcontractors insofar as this is necessary for the performance of the Agreement.



## **9 Warranty and Liability**

- 9.1 A warranty on any delivered product or service is only valid if the Client has fulfilled all their obligations.
- 9.2 ST requires that the panels are easy to handle so that testing can take place unhindered in accordance with the instruction leaflet referred to in Article 3.6. ST is not liable for any damages incurred during the preparation or handling of the panels. The Client is responsible for preparing the panels, which means they are:
- a. Removed from the pallet;
  - b. Removed from the roof;
  - c. Removed from the installation;
  - d. Preheated to 25 degrees Celsius if the client stipulates that the panels must be tested according to the STC.
  - e. If the Object is not easily accessible and the above points are not met, ST is entitled to charge additional costs and/or to terminate its activities.
- 9.3 Barring any further liability under the law and barring damage due to wilful intent or deliberate recklessness on the part of ST's statutory directors, ST's liability is limited to a maximum of the Assignment Fee. ST is never liable for an amount higher than the payment of its liability insurance plus any deductible of that insurance. Section 6:257 of the Dutch Civil Code shall apply mutatis mutandis to any non-subordinate assistants.
- 9.4 The Client cannot derive any rights from the test results delivered by ST. Please include an explanation here.

## **10 Disputes**

- 10.1 If the Client has a question or complaint about the formation or performance of the Agreement, they must first submit this to ST. If a complaint is not resolved to the satisfaction of both parties, the outstanding dispute can be submitted by either the Client or ST to the competent court in 's-Hertogenbosch.
- 10.2 If ST wishes to see a dispute dealt with, it will propose to the Client in writing that the dispute be handled by the Disputes Committee. ST hereby announces that it will bring the dispute before the competent court if the Client does not give written consent to the handling of the dispute by the Disputes Committee. If ST, in the event that the Client has rejected the request, or has not responded within the period of two weeks, has not submitted the dispute to the competent court within two months, the Client may still submit the dispute to the Disputes Committee for handling.
- 10.3 The Disputes Committee will rule under the conditions as set out in the Energy Disputes Committee Regulations (in Dutch: 'Reglement Geschillencommissie Energie'). The decisions of the Disputes Committee are made by way of binding advice. The submitter of the complaint owes a fee to the Disputes Committee for the handling of a dispute.
- 10.4 This Agreement is governed by Dutch law. Applicability of the Vienna Convention on the International Sale of Goods (1980) is excluded.