



## General Terms & Conditions Solevation B.V.

### Article 1 - Definitions

- 1.1. The following definitions are used in these Terms & Conditions:
  - a. **Customer:** the (legal) entity that purchases Products from Solevation and in that context enters into, or is negotiating to enter into, an Agreement with Solevation;
  - b. **Solevation:** the private limited liability company Solevation B.V., registered with the Dutch Chamber of Commerce under number 97137634;
  - c. **Offer:** any (written) offer made by Solevation to the Customer for the supply of Products;
  - d. **Parties:** Customer and Solevation jointly;
  - e. **Products:** all items from the Solevation range;
  - f. **Agreement:** any (oral or written) agreement concluded between Solevation and a Customer in connection with the sale of one or more Products, including any amendments or supplements thereto, as well as all legal acts performed in preparation for or execution of such agreement;
  - g. **Terms and Conditions:** these general terms and conditions of Solevation B.V.;

### Article 2 - Applicability

- 2.1. These Terms and Conditions apply to all legal relationships between Solevation and Client.
- 2.2. Solevation reserves the right to unilaterally change these Terms and Conditions. Changes will be effective from the moment of publication on the website or notification to Customer.
- 2.3. These Terms and Conditions can only be deviated from if expressly agreed in writing by Solevation and the Client, with the written agreement of the authorised director(s) of Solevation.
- 2.4. If one or more provisions of these Terms and Conditions are declared non-binding in law or should otherwise prove to be non-binding for any reason whatsoever, this will not affect the validity of the remaining provisions of this Agreement. Where appropriate, the Parties are obliged to act as much as possible in line with the purport and purpose of the provision in question, given the nature of that provision and this Agreement. In addition, the Parties will enter into negotiations on a substitute provision on the first of a Party.
- 2.5. These Terms and Conditions were originally drawn up in the Dutch language. In the event of ambiguity and differences in interpretations and/or explanations of these terms and conditions, the Dutch text is always decisive.

### Article 3 – Offer and Agreement

- 3.1. All offers made by Solevation are entirely without obligation, are made in writing and are subject to the availability of the Product in question. Solevation is entitled to revoke or modify an offer at any time.
- 3.2. If the acceptance by the Client deviates from the offer included in the offer, this acceptance will be deemed to be an offer by the Client and Solevation will not be bound by it.
- 3.3. The information provided by Solevation (including image/description/specifications) with regard to the offer and/or the Product is as accurate as possible, but cannot provide more than a general representation of the offer and/or the Product. Any deviations do not give the Client any claims.
- 3.4. Obvious mistakes, typographical errors or other errors in the Offer cannot bind Solevation. Unless expressly stated otherwise, all statements and specifications relating to, among other things, dimensions, weights, capacities, performance, results, images, drawings and other data are only approximations, from which the Client cannot derive any rights.
- 3.5. A composite quotation does not oblige Solevation to supply any part of the goods or services mentioned in the Offer at a proportionate part of the quoted price.
- 3.6. The Agreement is concluded, subject to the foregoing, at the time of acceptance by the Customer of the Offer and the fulfilment of the conditions set therein.



#### 4. Pricing

- 4.1. Solevation reserves the right to change prices and rates. Changed rates and prices apply from the moment they are introduced or in the event of a periodic payment obligation of the Client with due observance of a period of three months.
- 4.2. All prices quoted are expressed in euros and include the levies, taxes, excise duties imposed by law and regulations, but exclude sales tax, transport costs and any separately specified surcharges, levies and costs.
- 4.3. Solevation is entitled to charge surcharges insofar as market conditions cause its costs per cost type to increase by at least 15% and are not related to price increases of individual Products. Furthermore, Solevation is entitled to charge the Customer the processing costs, fuel surcharge, disposal fee, other surcharges and/or government levies.
- 4.4. In the event that an Agreement contains a Product of which the price stated by Solevation is manifestly incorrect, Solevation is entitled to charge a reasonable price.

#### 5. Payment

- 5.1. Payment must be made before delivery. If the Agreement stipulates that post-payment is possible, the amounts owed by the Client must be paid within thirty (30) calendar days of the invoice date to the account number specified by Solevation on the basis of the invoice date. The payment term is considered a strict deadline. All payments must be made in full without discount, set-off or suspension.
- 5.2. If an invoice from Solevation is not paid within the applicable payment term, the Client will be in default immediately and without notice of default is required. The Client owes interest on the outstanding amount of 1.5% per calendar month, at least the statutory commercial interest if this is higher.
- 5.3. If a Client is in default vis-à-vis Solevation, it is obliged to reimburse the (extra)judicial costs in full. The extrajudicial costs to be reimbursed amount to a minimum of 15% (fifteen percent) of the invoice amount (including VAT) with a minimum of € 300,-. If the actual costs incurred are higher, the actual costs incurred will be charged. The Client will also pay Solevation in full all legal costs to be incurred by the latter, including the salary for its legal aid provider.
- 5.4. Solevation is at all times entitled to demand security from the Client for the fulfilment of its payment obligations. Pending the provision of security, Solevation is entitled to suspend its obligations.

#### 6. Delivery and Risk Transfer

- 6.1. Solevation is not obliged to deliver the Product as long as it has not received from the Client all information, data and instructions necessary for the performance of the Agreement, and, if payment has been agreed before delivery, as long as the Client has not fully fulfilled its payment obligations. If Client fails to provide the required information or instructions, Solevation is entitled to store the goods at the expense and risk of Client.
- 6.2. The delivery times are always indicative and can never be regarded as fatal delays. Exceeding the delivery period does not oblige Solevation to pay compensation, nor does it give the Client the right to terminate the agreement.
- 6.3. The delivery period commences at the moment that the Client has provided Solevation with all the information necessary for the execution.
- 6.4. Levering geschiedt EXW conform de Incoterms 2020 (Ex Works).
- 6.5. Products are at the risk of Customer seven (7) calendar days after Solevation has informed that the Product is ready for delivery, or the Product has left Solevation's company/warehouse.
- 6.6. If Client does not purchase the products offered for delivery in accordance with the agreement within seven (7) days for whatever reason, all reasonable costs incurred by Solevation in connection therewith, including any costs of transport, storage and storage, will be borne by Client.
- 6.7. Solevation has the right to deliver in parts and invoice each of those deliveries separately.



## 7. Inspection and complaints procedure

- 7.1. The customer must check the quantities and quality of the Products immediately after delivery. In the event of any visible deviations or defects, the Client will notify Solevation in writing within 24 hours.
- 7.2. Any non-visible defects must be reported to Solevation in writing immediately after discovery, but in any case within five (5) working days after discovery.
- 7.3. Complaints must be reported to Solevation at Customer Service in the manner determined by Solevation.
- 7.4. The Customer shall:
- i) submit complaints in a timely manner by e-mail to [info@solevation.com](mailto:info@solevation.com) stating the subject "complaint";
  - ii) substantiate complaints properly;
  - iii) keep the delivered Products to which the complaint relates available to Solevation and return them to Solevation on request. The customer will add a letter with the return shipment stating 'COMPLAINT RETURN';
  - iv) Participate in Solevation's research;
- on pain of forfeiture of any right.
- 7.5. Defects in Products that have been put into use by the Client are presumed to have arisen after the moment of delivery and therefore cannot constitute a well-founded complaint.
- 7.6. In the event of a well-founded complaint, Solevation is only obliged to replace or credit. Reimbursement to Client shall be made no later than thirty (30) days after receipt of completion of the investigation by Solevation. Reimbursement will be made to the previously specified account number.

## 8. Retention of title

- 8.1. All goods delivered by Solevation remain the property of Solevation, as long as Solevation has a claim against the Customer.
- 8.2. The Client is entitled to use the Products in the normal course of its business, unless Solevation notifies in writing that Solevation must keep these Products available to Solevation.
- 8.3. The Client is obliged to keep the goods delivered subject to retention of title carefully and as recognisable property of Solevation and to insure them adequately against all operational and other risks (including – but not limited to – fire, theft, water damage, explosion, etc.).
- 8.4. If the Client fails to fulfil its (payment) obligations towards Solevation, or Solevation has good reason to fear that it will fail to fulfil those obligations, Solevation is entitled to take back the Products delivered subject to retention of title. If Solevation reclaims the Products as its property, the Client is obliged to designate the location where the Products are located and the Client grants irrevocable permission to enter the location in question (or have it entered) in order to take back the Products.

## 9. Liability and indemnification

- 9.1. Any liability of Solevation, for whatever reason, shall be limited to the invoice value of the Products to which its liability relates. Failing this, liability is limited to the amount invoiced by Solevation in the six months



- preceding the month in which the event giving rise to the damage first occurred.
- 9.2. To the extent that Solevation would be liable for other damages, this liability is excluded.
  - 9.3. The foregoing restrictions in this regulation do not apply insofar as the damage is the result of intent or deliberate recklessness on the part of Solevation's managerial staff.
  - 9.4. Insofar as there is a case as referred to in the previous paragraph, Solevation's liability for indirect damage (such as loss of profit, consequential damage, loss suffered, lost savings and damage due to business interruption) is excluded.
  - 9.5. Solevation is not liable for damage of any nature whatsoever caused by the fact that Solevation has relied on incorrect and/or incomplete information provided by or on behalf of the Client.
  - 9.6. Solevation is not liable for damage that is or may be the result of any act or omission as a result of information on the website or of linked websites, for errors and/or irregularities in the functionality of the website, malfunctions or the unavailability of the website for any reason whatsoever.
  - 9.7. All claims of the Client against Solevation shall lapse if they are not reported to Solevation in writing and substantiated within one year after the Client became aware or could reasonably have been aware of the facts on which it bases its claims.

## **10. Force majeure**

- 10.1. Force majeure on the part of Solevation, as referred to in Article 6:75 of the Dutch Civil Code, shall in any case include: force majeure on the part of Solevation's suppliers, failure or malfunctions of IT infrastructure, network and server problems, cyber attacks, data breaches, shortcomings of Cloud or hosting providers, inadequate security measures taken by third parties, natural disasters, civil disturbances, fire, excessive increase in demand, weather conditions (including snow, extreme slipperiness or strong gusts of wind), floods, transport barriers, strikes, government measures including import and export measures, illness of personnel, lack of persons, war, revolution, pandemics, terrorist acts, defects in or damage to machines or tools or disruptions in the supply or supply of: raw materials, materials, energy, means of communication or business supplies.
- 10.2. Solevation can also invoke force majeure if the relevant circumstance that causes force majeure occurred after Solevation should have delivered.
- 10.3. If the period in which performance by it is impossible due to force majeure lasts longer than one (1) month, Solevation is entitled to dissolve the Agreement, without any compensation being due.
- 10.4. If Solevation has already partially fulfilled the agreed obligations at the time of the occurrence of the force majeure situation, it is entitled to invoice those services separately and in the interim.

## **11. Claimability, suspension and set-off**

- 11.1. Solevation is entitled to terminate the Agreement between the Parties in whole or in part with immediate effect by means of a written statement to the Client, if:
  - a. With regard to the other Party, there is (i) the application or granting of a suspension of payments, (ii) an application for its own bankruptcy, (iii) a declaration of bankruptcy, (iv) the offer of any composition to (almost) all creditors, (v) a circumstance in which the Client loses the free management or disposal of its assets;
  - b. A decision to dissolve or de facto liquidation is taken with regard to the Client;
  - c. A substantial part of the assets of the other Party has been seized by way of execution, which attachment has not been lifted within thirty (30) days.
- 11.2. In the event that one of the circumstances referred to in Article 13.1 materialises, Solevation shall be entitled to suspend deliveries and all claims that Solevation has or may have shall be immediately and fully due and



- payable.
- 11.3. Customer is not authorized to suspend or set-off.
  - 11.4. Objections to the amount of an invoice, a defect found, or discrepancy in the delivery, quantities or specifications do not suspend the payment obligation of the Customer.

## 12. Intellectual Property and Confidentiality

- 12.1. All intellectual property rights, including the right to apply for registration of such rights, which have arisen or will arise in connection with or arising out of Solevation supplied Products, shall remain with Solevation or its licensors.
- 12.2. Products are also understood to mean the models, samples, images, drawings, diagrams, manuals, software and the like made available by Solevation to the Client.
- 12.3. Solevation declares to the best of its knowledge that the Products do not infringe any intellectual property rights of third parties applicable in the Netherlands. In the event of claims by third parties in respect of an infringement of such rights, Solevation may, if necessary, replace or amend the Product in question, or dissolve the Agreement in whole or in part. The Client only has the right to dissolve the Agreement insofar as maintenance of the Agreement cannot be required of him.
- 12.4. Customer shall promptly notify Solevation of any claim in respect of the Products. In the event of such a claim, Solevation is entitled to defend itself against it on behalf of the Client or to take legal measures against that third party, or to reach an amicable settlement with that third party. The Client will refrain from the aforementioned measures – insofar as reasonableness requires of it – and will lend all its cooperation to Solevation.
- 12.5. The Client undertakes to maintain confidentiality of all information provided to him in connection with the (execution of the) Agreement. The Client undertakes to use this information only in the context of the execution of the agreement. The Client will not disclose this information to third parties, will not copy it other than necessary for the execution of the agreement and will not make any commercial use of the information.

## 13. Protection of personal data

- 13.1. To the extent that Solevation processes personal data within the meaning of the General Data Protection Regulation ("GDPR") in the context of the Agreement ("Personal Data"), Solevation determines the purpose and means of the data processing, and thus acts as a controller within the meaning of the GDPR.
- 13.2. Solevation may process Personal Data relating to and/or provided by the Client, among other things, (i) in the context of the Agreement, (ii) in the context of complying with legal obligations to which Solevation is subject, (iii) in relation to the initiation of or defence against a legal claim, and (iv) in connection with being able to approach the Client and/or persons working at/for the Client with information and services provided by Solevation.
- 13.3. Processing of Personal Data by Solevation takes place in accordance with applicable laws and regulations in the field of the protection of personal data ('Privacy Legislation'), which includes the GDPR and the General Data Protection Regulation Implementation Act ('UAVG').
- 13.4. Solevation shall take appropriate technical and organisational measures to protect the Personal Data against destruction, loss, alteration or unauthorised disclosure and unauthorised access, taking into account the risks associated with the processing of the Personal Data, also taking into account the nature thereof.
- 13.5. In the case of Personal Data provided by Client, Solevation will inform Client if (i) a request is received from the data subject seeking to exercise its rights, (ii) a complaint or claim relating to the processing of the Personal Data is received, and (iii) Solevation makes a notification pursuant to Article 33 or 34 of the GDPR.
- 13.6. Customer shall, if requested by Solevation, provide all cooperation and information to comply with the Privacy Legislation, including but not limited to information and cooperation in relation to the exercise of the



rights of the data subject and any breaches in connection with Personal Data, without undue delay.

#### **14. Other provisions**

- 14.1. These Terms and Conditions are binding and valid solely for the benefit of the Parties. The parties do not intend to grant any rights to third parties as referred to in Article 6:253 of the Dutch Civil Code, unless expressly agreed otherwise.
- 14.2. The failure by Solevation to exercise any right under these Terms and Conditions or to exercise it only after a certain period of time shall in no event constitute a waiver of rights. Waiver of rights in connection with these Terms and Conditions can only take place if Solevation has irrevocably waived that right by means of an express written notification signed by Solevation to Customer.
- 14.3. Neither party is permitted to publicly use or reference the other party's name, logos or trademark without the prior consent of the other party, provided that Solevation is permitted to use Client's name to identify it as one of its customers.

#### **15. Disputes**

- 15.1. All agreements and any further agreements and/or other legal relationships between the Parties arising therefrom are governed by Dutch law. The parties hereby expressly exclude the applicability of the Vienna Sales Convention.
- 15.2. Only the competent court in Rotterdam has jurisdiction in the first instance to hear all disputes between the Parties arising from the Agreement(s), unless provisions of mandatory law lead to the jurisdiction of another court.