



General terms and conditions of sale – Consumers

Version: 01/01/2023

Introduction - Scope of application

These general terms and conditions of sale (hereinafter "general terms and conditions") apply to all offers issued by Solenco Power NV (see contact information below) and agreements between Solenco Power NV and customers which are consumers (i.e. a natural person, who is acting for purposes which are outside his trade, business, craft or profession). For professional customers, other general terms and conditions of sale apply (available on following link:

<https://www.solencopower.com/contact-us/>).

Any deviations must be expressly agreed in writing, most notably by means of the special conditions stated on the front of the invoice, order form or signed quotation, or as part of specific warranty conditions. Solenco Power NV does not accept the application of any other (general) conditions, in particular those of the customer, and reserves the right to refuse to be bound by any contract based on such conditions.

Quotations - orders

Price quotations are provided for information purposes only, and in no way constitute a binding offer. They are without obligation, without commitment. Its validity period is limited to the specified date. If no date is provided, the offer is valid for 14 calendar days. An order only becomes final after written confirmation of the order and signature by Solenco Power NV. Modifications made to Solenco Power's quotations shall only be valid if confirmed expressly and in writing.

Solenco Power NV can only proceed to the planning and execution of the works after all relevant documents have been returned signed by the customer and any predetermined advance has been paid in due time. Non-payment of the predetermined advance in due time entitles Solenco Power NV to postpone the works, without any right to compensation on the part of the customer, without prejudice to the further provisions of these general terms and conditions. The customer acknowledges that, in the light of Solenco Power NV's planning, the postponement can exceed the delay in payment of the advance.

Unless otherwise agreed, the delivery of the ordered goods shall take place within 30 calendar days after the order was confirmed. Any delivery period, even if specifically stated, is an approximation and is provided as a form of information. If the applicable delivery period is exceeded, the customer shall contact Solenco Power NV in writing in order to determine an additional, reasonable time period

for the delivery. Only if said time period is exceeded, will the customer be allowed to terminate the agreement and to recover any payments.

Customer's right of withdrawal

If you are a consumer and the agreement constitutes an "off-premises contract" (meaning that it was concluded outside of the business premises of Solenco Power NV), you have the right to withdraw from this agreement within 14 calendar days, without giving any reason. This right of withdrawal is detailed below.

No right of withdrawal exists in the following cases:

- i) The agreement does not constitute an "distance contract" or "off-premises contract";
- ii) After the service(s) has(have) been fully performed, if the performance has begun with the customer's prior express consent, and with the acknowledgement this entails the loss of the right of withdrawal, once the agreement has been fully performed by Solenco Power NV;
- iii) The supply of goods made to the customer's specifications or clearly personalized;
- iv) The supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- v) Agreements where the customer has specifically requested a visit from Solenco Power NV for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, Solenco Power NV provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods; and/or
- vi) Agreements regarding the construction of new building or major renovation of existing buildings.

The withdrawal period will expire after 14 calendar days from:

- i) For services: the day of the conclusion of the contract; or
- ii) For goods: the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Solenco Power NV, Slachthuisstraat 112/ bus 2, 2300 Turnhout, Belgium, info[at]solencopower.com) of your decision to withdraw from this agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this agreement, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this agreement. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In case you have received goods in connection with this agreement, we will collect the goods at our own expense. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

If the agreement comprises services and if you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this agreement, in comparison with the full coverage of the agreement.

Customer's responsibilities

The customer must provide all assistance, equipment and materials as reasonably required for the performance of Solenco Power NV's obligations.

For assignments involving administrative permits, Solenco Power NV does not bear any responsibility. Any damage and fines incurred in this respect are entirely at the expense of the customer. In the event of failure to obtain the required permit or not obtaining it on time, Solenco Power NV has the right to terminate the agreement in which case the customer owes compensation on a flat-rate basis set at 10% of the total contract price, while Solenco Power NV reserves the right to prove greater damage and claim additional damages.

The customer shall ensure that the site is freely accessible and tidy before the start of the works. In addition, the customer provides sufficient parking space on the site as well as water and electricity, and such free of charge. Solenco Power NV must have the possibility to place the necessary racks, cranes and ladders and to carry out the necessary movements with this material. Costs associated with these works are not included in the quote but can be billed separately to the customer. If necessary, the customer should also apply for obtaining the

necessary parking ban from the authorities. In case of non-compliance with this clause, Solenco Power NV has the right to suspend the execution of the agreement or to terminate it and the customer owes a fixed compensation as set out under the second paragraph of this article.

Transfer of risk and ownership

In the event of delivery, the customer is responsible for damage to and disposal of the goods from the moment of delivery to the site and takes out sufficient insurance for this, also for fire and storm damage.

However, all delivered goods remain the property of Solenco Power NV until the moment of full payment of the contract price. The customer shall not sell the goods or transfer them to a third party whilst they are still the property of Solenco Power NV. In the event of non-payment, Solenco Power NV is entitled to reclaim those goods, without the need for intervention by the courts. Such shall occur at the expense and risk of the customer, who will grant Solenco Power NV (and/or its representatives) access to the locations where those goods are stored.

Invoices and payments

All invoices are payable on the due date stated in the invoice. If no date is mentioned, the invoice is payable within 7 days after the date Solenco Power NV sent the invoice. Solenco Power NV reserves the right to invoice for the goods as they are delivered, even if delivery is only partial.

In the absence of payment on the due date, the customer is liable to pay both a late payment interest of 10% per year (until the date of actual payment) and a compensation equal to 10% of the unpaid amount (with a minimum of € 100).

In the event of non-payment on the due date of one invoice, all invoices become immediately due and payable and, if the customer fails to pay the due invoices, within a reasonable delay after Solenco Power NV's notice to that effect, Solenco Power NV has the unconditional right to stop the works until full payment of the amount due. Where applicable, all agreements made with regard to delivery and execution periods will lapse. The shutdown of the works cannot give rise to a right to compensation on the part of the customer. If the works consist of partial assignments, Solenco Power NV reserves the right to suspend the execution of the next partial assignment in accordance with the foregoing, until the previous partial assignment has been paid in full. The foregoing does not affect the right of Solenco Power NV to recover the damage suffered in the form of the lost profit and all other costs caused by lack of or delay in payment (administration costs, etc.) from the customer. The foregoing without prejudice to the right of Solenco Power NV to unilaterally terminate the agreement concluded between the parties to the detriment of the customer.

Liability

Solenco Power NV's obligations constitute obligations of means, unless expressly agreed otherwise in writing. Solenco Power NV bears no liability on the basis of the doctrine of the neighbours' nuisance (Article 3.101 Belgian Civil Code), not even by way of transfer thereof. Solenco Power NV bears no responsibility for the damage inherent in the execution of the works. For example, the customer takes note of the fact that if penetrations through tiles are necessary, they may possibly tear. Such damage is at the expense of the customer. The same applies with regards to penetration by occupation and possible cracking as a result.

Furthermore, no liability will be accepted i) for any indirect or consequential damage (e.g. to persons and/or property and loss of income or savings); ii) for minor errors; iii) if the liability or defaults are due to neglect or poor care by the customer or user (e.g. frost damage to storage vessel or pump, damage to the electrical element as a result of limescale, etc.); or iv) if the installation has been changed by third parties or started up by an unauthorized installer.

Solenco Power NV cannot be held liable in case of external circumstances that occur beyond its reasonable control and that render the performance of its obligations impossible or considerably more difficult (e.g. more expensive or more onerous). This includes (without limitation) fire, embargo, pandemics and epidemics (and related government measures), energy consumption restrictions, shortage of materials and/or transport. In such cases, Solenco Power NV shall inform the customer in writing of the occurrence of such circumstances.

In any case, the maximum liability of Solenco Power NV is limited to the contract price.

This clause does not limit Solenco Power NV's legal liability in case of death or personal injury of the customer, due to Solenco Power NV's acts or omissions.

Goods and warranties

i) General

Solenco Power NV shall remedy any undeniable hidden defects within the delivered goods (not due to external circumstances). The following do not constitute such hidden defects in the goods: i) defects due to neglect or poor care, use or maintenance; ii) changes made to the goods, without Solenco Power NV's prior written approval; iii) damage due to (extreme) weather conditions; or iv) defects in the distribution network.

In the event of such defects, which render the goods unsuitable for the intended use or impact the use thereof considerably (in a way that the customer, if aware

of those defects, would not have bought the goods or would have bought them at a lower price), the customer can choose between either i) returning the goods and receiving reimbursement; or ii) keeping the goods and obtaining partial, reasonable reimbursement. If the customer can demonstrate that Solenco Power NV was aware of the hidden defects, the customer may also claim compensation for the incurred damage, if duly demonstrated by the customer. This obligation shall only apply to defects that become apparent within two year after the goods have been brought into circulation.

In the event of hidden defects which are not covered by the previous paragraph, Solenco Power NV repair or replace these goods or any component thereof, excluding any other remedies. This obligation shall only apply to defects that become apparent within one year after the goods have been brought into circulation.

Any intervention requested by the customer and which is due to a defect of the goods or installation itself, gives rise to invoicing of the research costs, hours and relocation.

The customer accepts that, depending on the purchased product, specific warranty conditions, installation conditions and product conditions may apply, which in turn form an integral part of the agreement concluded between the parties. These specific terms and conditions should be read in the light of the general terms and conditions of sale. In the event of any conflict, the specific conditions take precedence over the general terms and conditions, which will continue to apply on a subsidiary basis.

ii) Product-specific conditions

The customer accepts that, depending on the purchased product, specific warranty conditions, installation conditions and product conditions may apply, which in turn form an integral part of the agreement concluded between the parties. These specific terms and conditions should be read in the light of the general terms and conditions of sale. In the event of any conflict, the specific conditions take precedence over the general terms and conditions, which will continue to apply on a subsidiary basis.

The customer shall follow all rules and recommendations with regard to hydrogen products and it's storage:

- i) hydrogen storage must comply with the distance rules to premises without open fire ban, in accordance with local regulations;
- ii) within specific distances of the storage (see art. 5.174.3.3.3 of VLAREM) it is forbidden to smoke, to penetrate with burning objects or electronic devices containing ignition sources, to make fire, to use

evaporators with bare flame, to leave wood, wood shavings, and other easily flammable substances, including dried grass and thickets;

- iii) The Powerbox itself may be in a room without an open fire ban;
- iv) More specific requirements of local authorities must be strictly followed

Disputes

Disputes must be notified to Solenco Power NV by means of registered letter. Such disputes shall be raised as soon as possible and at latest within 8 days i) after delivery, execution or invoicing, for disputes regarding delivery, execution or invoicing; or ii) after the customer became aware (or should have become aware) of the defect.

Suspension of payments is only possible in case of manifest or jointly established defects in the products or in the services. Solenco Power NV, in turn, will only go on site and perform service/maintenance and any other intervention (even under warranty) when the customer has paid the outstanding balance in full. All this without prejudice to the right of Solenco Power NV to unilaterally dissolve the agreement concluded between the parties to the detriment of the customer due to non-performance.

In the event of cancellation, annulment or no execution of the agreement due to the actions of the customer, Solenco Power NV is entitled to a fixed compensation of 10% of the value of the order with a minimum of € 150, while Solenco Power NV reserves the right to prove additional damage and claim additional damages.

If the customer wishes to enter into financing with an external party, the customer must ensure that the modalities in this respect are in line with the agreements that the customer has made with Solenco Power NV. Solenco Power NV is not required to adjust the agreements made according to the customer's financing. The expected annual revenue communicated to the customer is purely informative and in no way binds Solenco Power NV. Solenco Power NV cannot be held liable for any damage or loss of income that the buyer would suffer as a result of deviating results on this proposed annual revenue.

General provisions

The possible nullity of one of the clauses of these general terms and conditions does not affect the validity of the others, which remain in full force and effect.

Belgian law is applicable.



Contact information Solenco Power

Solar Energy Conversion Power Corporation NV
Registered seat: Slachthuisstraat 112/ bus 2, 2300 Turnhout, Belgium
Company number: 0600.864.421
RPR Antwerpen – afd. Turnhout
E-mail: [info\[@\]solencopower.com](mailto:info[@]solencopower.com)
Website: www.solencopower.com

Model withdrawal form

To here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader!

I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) contract of sale of the following goods (1)/for the provision of the following service (1),

Ordered on (1)/received on (1),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(1) Delete as appropriate.