

## **GENERAL SALES CONDITIONS**

### **Eco Solar Technics (Smart Energie Technics SL)**

#### **GENERALITIES**

- Only current terms and conditions apply in our commercial relationships. The buyer is expected to accept this by the mere fact of his order. Any deviations, even if stated on the buyer's order form, only apply with our written consent. Spanish law applies exclusively to these sales conditions. In case of dispute, only the Court of Alicante has jurisdiction. The seller reserves the right to turn to any other competent court.

#### **PRICES, QUOTATIONS AND ORDERS**

- Our prices are net and exclusive of VAT, all taxes, duties, and costs, including those mentioned in the general sales conditions, are borne by the buyer. The validity of the offer is limited to 30 days. In case of cancellation of an order by the customer, or in case the dissolution of the agreement takes place at the expense of the customer, the seller is entitled to compensation at the amount of at least 30% of the agreed price. Offers and price lists are always subject to change. Expenses related to unpaid bills of exchange or checks, as well as other collection costs, are not included in this compensation and are chargeable to the buyer. An agreement is only concluded if the seller has confirmed this in writing or has executed the order within eight days after receipt of an order

#### **DELIVERIES.**

- The costs for delivery, if not included in the agreement, are always at the expense of the customer. Shipment of goods, if not placed by the seller, is always at the risk of the buyer. The risk of proper storage of goods is transferred to the buyer at the time of shipment or, in case of collection, at the time when the goods are made available to the buyer. The dimensions, weights, quantities and other technical characteristics, as well as the drawings on catalogs and leaflets, are approximate. The seller reserves the right to make changes to its goods, systems and works that are considered useful for their proper functioning. In this case, the customer can neither break the agreement nor demand the same changes to the goods, systems and works that would have already been ordered. The notification of delivery times is indicative. Delays in deliveries are not entitled to compensation or termination of the agreement. If the customer chooses to collect the orders himself, the seller reserves the right to consider this order as canceled without prior notice if the planned collection date has been exceeded by 2 weeks. Further processing then takes place in accordance with point 3 of the general sales conditions. If the seller is unable to execute the agreement as a result of force majeure, strike, lockout or the like, the seller reserves the right to terminate this agreement without the buyer being able to claim any compensation. If the buyer is apparently in the event of bankruptcy or manifest insolvency, or if the buyer makes any changes to his legal situation that jeopardizes his creditworthiness, the seller reserves the right to cancel the agreement by operation of law and without prior notice. to regard notice of default as dissolved. The customer has the option to move the delivery date communicated by the seller in consultation with the seller and after a timely written request from the customer to move it up to a maximum of five days before the delivery date communicated by the seller. If the customer does not contact the seller in time for this or if the customer does not keep to the agreed date, the customer will in any case and at least reimburse the seller for the transport costs that have thus become useless. In addition, the seller will be entitled to all other damage resulting from the late request of the customer and / or the failure of the customer to comply with the agreed delivery and / or the lack of the customer in the required cooperation in this regard, to tell the customer. Complaints regarding deliveries must be made in writing or by email, within 24 hours of delivery and before the goods are used or resold.

- The complaints must be accompanied by a copy of the relevant transport documents or delivery note. Protesting invoices must be made in writing within five working days after the invoice date, stating the date and number of the invoice.

## **RETURN**

- Sold goods are neither taken back nor exchanged. This can be deviated from with prior written consent. In that case, a reduction is applied for administrative costs, fixed at a flat rate of 20% of the value to be credited. The return must be made carriage paid. Damaged goods are never taken back

The value of the goods that are taken back will never exceed 25 of the new value of the delivered goods.

## **COMPLAINTS AND WARRANTY**

- The indemnification obligation with regard to the delivered goods is limited to that of our suppliers (manufacturer's warranty). For the rest, no compensation can be claimed from the seller for loss of income due to defective goods or for loss of energy income. Any liability for shortcomings and any warranty obligation of the seller will lapse if the operating instructions, operating and installation instructions and maintenance guidelines are not followed, if the goods, systems and works sold were not treated judiciously by the customer, or if the customer is the normal destination. of the goods, systems or works. Any shortcomings on the part of the seller will only be repaired in kind, ie for delivered goods, systems and works by repair or replacement, without the seller being able to pay any compensation. The limited warranty of two months stipulated above only applies to the functioning of the goods and system components supplied by the seller. Complaints regarding non-conformity and / or visible defects must be reported in writing to the registered office of the seller at the latest within eight days after delivery and certainly before placement, processing, use or resale.

## **PAYMENTS**

- Unless otherwise stated, all invoices are payable in cash at the registered office of the seller. Unless otherwise agreed, invoices must be paid before the goods are sent or collected. Unless otherwise agreed, 80% of the total amount must be paid as an advance on orders or orders under € 5,000 excluding VAT. The balance of the invoices must be paid before the goods are collected or shipped. If the invoice has not been settled within the period set, interest will be charged by law of 3.5% per month from the due date by operation of law and without prior notice of default.
- In the event of non-payment on the due date, the invoice amount will also be increased by operation of law and without notice of default by 15%, with a minimum of €175, by way of conventional compensation as a fixed compensation for extrajudicial costs and this without prejudice to legal costs and on top of the interest on late payment.
- The non-payment of a single invoice on the due date makes the amount still owed on all other invoices, even expired, recoverable by operation of law and without prior notice of default. If there are reasonable doubts about the correct fulfillment of the obligations by the buyer, he is obliged to provide security at the first request.
- In the event of late payment, the seller reserves the right to stop any subsequent delivery and to consider the other orders as canceled without any notice of default. Further processing then takes place in accordance with point 3 of the general sales conditions of the seller. A price adjustment clause may be provided for the provision of services, goods and / or works that will extend over a long period of time. This will be stated on the individual offer. Unless otherwise agreed, at least 80% of the total amount must be paid as an advance

on orders or orders over € 5,000 excluding VAT. The balance must be covered by a bank guarantee or credit insurance accepted by the seller. The balance of the invoices must be paid in accordance with the seller's general terms and conditions of sale.

## **PROPERTY RESERVATION**

- The delivered goods remain the property of the seller as long as they have not been paid even if the goods have become immovable by incorporation or by destination. In the event of late payment, these can be reclaimed. Any costs for collection of these goods are at the expense of the buyer. The customer undertakes to maintain the goods and materials as a good family man and to keep them available to the seller. The seller is not obliged to carry out maintenance work and service with regard to the goods, systems and works supplied by it, unless explicit written agreements about maintenance are made. All repairs and maintenance are for the account of the buyer / customer. At the express request of the customer, the seller can assist with the maintenance of the systems, subject to compensation for the services provided, in accordance with the rates applicable on the date of execution. The seller will never be liable for indirect damage, such as, but not limited to, loss of income, loss of performance, third party claims, loss of customers or any other damage or defects. If the performance or non-performance of an agreement by the seller leads to liability, this will be limited to the amount covered in the relevant case by the BA operating insurance and / or BA after delivery from the seller. At the first request, the identity of the BA operation and / or BA after delivery of the insurer and the monetary extent of the cover can be communicated.

## **CONSTRUCTIONS:**

- All constructions are covered by the manufacturer's guarantees
- Solarports / carport constructions are custom made
- The roofs of the solarport carport structures consist of the number of ordered solar panels agreed in the relevant offer.
- As a result, the roof of these constructions is not waterproof / dustproof, since the solar panels are the roof covering here.
- If a waterproof roof covering is desired by the customer, this must be explicitly stated on the offer and an additional charge will have to be charged here.
- We cannot be held responsible for the roof not being waterproof if it only has the solar panels as roofing material.

## **Legislation in the country of installation**

- We can under no circumstances be held responsible if, in the event of a change in legislation, the customer would suffer damage in the loss of, for example, compensation from energy suppliers regarding energy return, premiums, grants, cancellation of government or energy suppliers allowances, adjustment of the collective conditions on / to the public and / or private network.

## **Declarations to the energy supplier**

- The customer must be aware of the applicable legislation in the country of installation and is without exception fully responsible for compliance with this legislation.
- Legislative changes in any form are not included in the price offer.
  
- Making up the file and changing the file intended for reporting the installations to the network operator is not / never included in the quote(s) made by us , unless expressly stated otherwise!
- This is handled by an external service and must be settled directly with this service
- The costs for this file , legalization and / or activation of the relevant file are available on request from the external service.
  
- We can never be held responsible for the progress of these files, even for the duration in which they are processed.

## **Permits**

When signing and approving the quotation, it is deemed that the customer has all the necessary permits and permissions from energy suppliers, government or municipality. All permits required for connection to the network are at all times at the expense of the customer

Under no circumstances can Smart Energie Technics SL be held responsible for any of these documents. Sanctions arising from not having the correct documents, permits or permissions from both the government and the energy supplier cannot under any circumstances be charged to Smart Energie Technics SL

Therefore, we cannot be held responsible for any of the above.