

TERMS AND CONDITIONS - 2024

GENERATION GREEN

Article 1: General

1. In the application of these general terms and conditions, the following definitions shall apply:
 1. Seller: contractor or seller with trade name: Generation Green;
 2. Generation Green: trade name for the separate companies SolarOplossing B.V., SO Products B.V., SO Industrial B.V. and SO Commercial B.V.;
 3. Buyer: customer or buyer entering into an agreement with Generation Green regarding the purchase and possible installation of the product;
 4. Consumer: a number of provisions in these general terms and conditions relate only to the situation in which the buyer is a natural person, not acting in the exercise of a profession or business. In those provisions, this party is referred to as consumer;
 5. Product: solar panels in the broadest sense of the word, including among others: inverters, charge controllers, inverters, batteries, data loggers, cabling and mounting material. As specified in the agreement, including the 'Do-It-Yourself package' and consultancy work;
 6. Agreement: the agreement between Generation Green and buyer for the purchase of the product and any installation thereof;
 7. Installation: if agreed between the parties, the installation and connection of the product, in such a way that it can achieve a good yield in the given circumstances;
 8. Expected yield: the expected yield defined in the agreement, which the product will (can) generate.
2. These terms and conditions apply to and form part of all offers and concluded agreements between Generation Green and buyer;
3. These terms and conditions cannot be deviated from unless the parties involved have agreed to this in writing and then only for the agreement for which these amended arrangements were made;
4. The applicability of buyer's general terms and conditions, in whole or in part, is expressly excluded;
5. The buyer who has entered into an agreement under the applicability of these terms and conditions shall be deemed to have tacitly agreed to the applicability of these terms and conditions to agreements entered into at a later date;
6. If one or more of these terms and conditions is or becomes void or unenforceable, the remainder of these terms and conditions shall continue in full force and effect.

Article 2: Agreement

2. All offers by Generation Green are without obligation and based on the information provided with the application. If, in addition to or at variance with the information provided by buyer, circumstances arise or transpire that hinder the execution or duration of the order, Generation Green can limit, extend or terminate the order;
3. Verbal agreements do not bind Generation Green;
4. The provisions included in the agreement prevail over the provisions included in these general terms and conditions;
5. Only Generation Green applies to the buyer as the contractor, even if it is the express or implied intention that an order will be carried out by a particular person; The effect of articles 7:404 and 7:407 paragraph 2 BW is expressly excluded;
6. Generation Green carries out the order granted to it exclusively on behalf of the buyer. Third parties cannot derive any rights from the content of the work carried out or from the manner in which the order was or was not carried out. The buyer indemnifies Generation Green against claims of third parties in this respect;
7. The agreement is not concluded until the buyer has accepted or confirmed an offer in writing (including e-mail). The moment Generation Green receives and confirms the offer signed by the buyer;
8. A compound quotation does not oblige Generation Green to perform part of the offer at a corresponding part of the quoted price;
9. Additions or amendments to the order confirmation or quotation and assignment are only binding on the parties if and insofar as they have been laid down in writing by the parties. The effective date of the amendments will be explicitly indicated;
10. If legislative changes occur, or the interpretation of legislation changes significantly, as a result of which the concluded agreement changes, any negative consequences thereof shall be at the buyer's risk. Unless and insofar as explicitly agreed otherwise by further agreement;
11. Drawings and calculations including, among other things, roof dimensions, number of solar panels and important resources, which are made prior to the conclusion of the agreement, are non-binding and indicative drawings and calculations from which no rights can be derived. These drawings and calculations do not form part of the agreement. Generation Green does not accept any liability if a third party (whether or not on behalf of the buyer) uses these indicative drawings and calculations of Generation Green during the installation of the product, without Generation Green being involved in the installation of the product.

Article 3: Price

1. Unless expressly provided otherwise in writing, the prices stated in the offer and agreement are fixed;
2. If after the date the agreement is concluded and before payment, one or more of the cost price factors (such as, for example, but not exclusively, prices of materials, transport costs, import and/or export duties and taxes) have undergone a change, Generation Green is entitled to change the agreed price accordingly;
3. In the event of a change, as referred to in article 3.2, both Generation Green and Buyer are entitled to dissolve the agreement, within ten working days of Generation Green's notification that the price is increased, by registered letter.
4. Generation Green is entitled to annually index the price according to the Service Price Index according to Statistics Netherlands.

Article 4: Delivery and transfer of ownership

1. The delivery of the product is made to the address provided by the buyer, with Generation Green aiming for a delivery period of 3 months after Generation Green has entered into the agreement;
2. The term referred to in 4.1 is not a deadline. If Generation Green does not deliver on time, the buyer will give Generation Green notice of default and a reasonable period for compliance. All liability in relation to untimely delivery by Generation Green is hereby excluded, including also, but not exclusively, financial damages arising from the unrealised yield of the product;
3. Generation Green is entitled to deliver the product in parts. If the product is delivered in parts, Generation Green is entitled to invoice each part separately;
4. If, after the agreement is concluded, the product is no longer available, or at least is no longer available within a reasonable period of time - at the discretion of Generation Green - Generation Green is entitled to offer a comparable product - at the discretion of Generation Green. Generation Green is entitled to adjust the agreed price accordingly;
5. In the event that the agreement is amended, as referred to in article 4.4, both Generation Green and the buyer are entitled to dissolve the agreement, within ten working days of Generation Green's notification that the agreement is being amended, by registered letter;
6. Generation Green or its designated installer will contact the buyer by telephone to make an appointment for delivery of the product and any installation;
7. Generation Green retains ownership of all items it delivered to the buyer, as long as the buyer has not fully complied with its (payment) obligations(s) towards Generation Green under the agreements of delivery or provision of goods or products. Claims in respect of failure to perform such agreements are included;

8. As long as delivered goods are subject to retention of title, the buyer may not encumber them outside its normal business operations;
9. The buyer irrevocably authorises Generation Green to access the place where the goods delivered/installed by Generation Green are located, in order to repossess them. Buyer is liable for the retrieval costs to be incurred by Generation Green;
10. The buyer undertakes, already now for then, to establish a non-possessory pledge on the product at Generation Green's first request, insofar as Generation Green's retention of title on these goods should at any time appear to have been extinguished;
11. The goods or products delivered or made available by Generation Green to the buyer are entirely at buyer's expense and risk from the time of actual delivery to the buyer;
12. The buyer is obliged upon delivery, and at the latest within 48 hours after delivery, to check whether the correct goods have been delivered and whether the delivered goods comply with the agreement as regards quantity (e.g. the number and quantity). If this is not the case and the counterparty does not inform Generation Green of this in writing within two weeks, the buyer loses all rights in respect of breach of performance related to the non-conformity of what was delivered with the agreement;
13. Notwithstanding the provisions of article 4.12, a period of two months applies to the consumer.

Article 5: Payment

1. All amounts owed by the buyer to Generation Green pursuant to the delivery and installation of the product, Generation Green will charge the buyer by means of an invoice;
2. Payment by the buyer must be made on the basis of the payment conditions quoted in advance to a bank and/or giro account designated by Generation Green, unless expressly agreed otherwise in writing;
3. Complaints do not suspend the buyer's payment obligation;
4. Without the express written consent of Generation Green, the buyer is not allowed to set off its payment obligation to Generation Green against any claim of Buyer on Generation Green, on any account whatsoever. This also applies if the buyer applies for (provisional) suspension of payment or is declared bankrupt;
5. Generation Green is entitled to demand advance payment, cash payment or security for payment from the buyer at any time, whereby a maximum advance payment of 70% of the purchase amount can be demanded from the consumer, unless the agreement expressly provides otherwise;
6. In the event of liquidation, bankruptcy, attachment of goods and/or property of the buyer or suspension of payment of the buyer, Generation Green's claims on the buyer are immediately due and payable;
7. The payment term as referred to in article 5.2 is a strict deadline. In the event of late payment, the buyer is therefore in default without notice of default and Generation Green is entitled to charge commercial or statutory interest from the due date of the invoice;

8. If the buyer is in default of the (timely) performance of its obligations, the buyer owes Generation Green extrajudicial costs in addition to the interest referred to in article 5.7, whereby Generation Green claims compensation for the extrajudicial (collection) costs. Which, in deviation from article 6:96 subsection 4 of the Dutch Civil Code and in deviation from the Decree on compensation for extrajudicial collection costs, are already now and then set at an amount equal to 15% of the total outstanding principal sum with a minimum of € 75.00 for each invoice left partly or fully unpaid;
9. Contrary to the provisions of article 5.8, in respect of compensation of extrajudicial costs for the consumer, Generation Green is entitled to an amount equal to the maximum compensation allowed by law in respect of extrajudicial collection costs, as stipulated in and calculated in accordance with the Besluit vergoeding voor buitengerechtelijke incassokosten [Extrajudicial Collection Costs Compensation Decree]. Insofar as the outstanding amount - after the default has occurred - is not yet paid after a reminder, within 14 days from the day following the day of the reminder;
10. In the event of non-payment or late payment by the buyer or non-fulfilment or inadequate fulfilment of any obligation incumbent on the buyer, Generation Green is entitled to dissolve the agreement out of court and to discontinue further provision of services, without prejudice to Generation Green's right to claim fulfilment or compensation from the buyer for any damage suffered as a result of the dissolution of the agreement;
11. The buyer is obliged to provide security, if due claims of Generation Green on the buyer remain unpaid.

Article 6: Installation

1. The product is installed and connected by the buyer itself unless the buyer has agreed with Generation Green that Generation Green will (have) install(ed) and connect(ed) the product;
2. The buyer is responsible to Generation Green for the correct and timely execution of all fixtures, provisions and/or conditions necessary for the installation, connection and safe and proper functioning of the product. The buyer is further obliged to do everything that is reasonably relevant for the proper and timely performance of the agreement;
3. Generation Green undertakes to carry out the work under the order in accordance with the standards applicable in the industry. To the extent required for the proper execution of the order, Generation Green is entitled to have (parts of) the work carried out by third parties;
4. Generation Green is never liable for damage to the work as a result of work or deliveries carried out by the buyer or on the buyer's behalf by third parties;
5. Buyer grants access to the personnel of Generation Green or an installer appointed by it to the place where the product is to be installed, if necessary;
6. The buyer warrants that no asbestos is present at the place of Installation;
7. Damage and costs resulting from failure to comply with the conditions set out in these general terms and conditions shall be borne by the buyer;

8. The buyer furthermore bears the risk for damage caused or to be caused as a result of inaccuracies in the information provided or work commissioned by him and defects in the moveable or immovable property on which the work is performed;
9. Insofar as an expert intermediary, including -but not exclusively- a consulting firm, construction company or installer, wishes to deviate from what is stipulated in article 6.3 and therefore does not wish to carry out the Installation in accordance with the standards applicable in the sector, such as the NEN 7250, Generation Green is not liable for any damage (both direct and indirect damage) resulting from not installing in accordance with the standards applicable in the sector;
10. Generation Green undertakes to deliver the metre box in accordance with NEN1010. The possibility exists that Generation Green, in order to comply with this standard, may have to break the seal of the main fuse. The buyer itself is responsible for requesting a new seal and has to pay the costs of the new seal to the grid manager. These costs will never be payable by Generation Green, unless otherwise agreed.

Artikel 7: Warranty

1. Generation Green guarantees the proper functioning of the product under normal use and after proper Installation for a period of two years, provided a claim is made in the manner arranged in this article 7;
2. If the installation of the product was agreed, Generation Green guarantees the correct Installation for a period of two years, provided a claim is made in the manner described in this article 7;
3. Defects must be reported in writing to Generation Green immediately but always within two weeks of the defect becoming apparent, failing which any warranty claim against Generation Green lapses;
4. Notwithstanding the provisions of article 7.3, a period of two months applies to the consumer;
5. Due to shadow and other causes, it is possible that at the end of the year the product has not generated the expected revenue. If there is a minor deviation from the expected yield, being a deviation of 10% or less, this does not qualify as a defect as referred to in article 7.3;
6. In all cases, the buyer must give Generation Green the opportunity to repair (or have repaired) any defect. Generation Green will, at its discretion, within a reasonable period of time, either repair the defect or replace the product. If the product is no longer available, Generation Green is entitled to repair the defect with a comparable product -at Generation Green's discretion-. Under no circumstances will the buyer be entitled to a refund of the invoice amount. Generation Green is not liable for any (consequential) damage resulting from the repair or replacement;
7. During Generation Green's warranty period, the installation or any part thereof with an awarded warranty claim will be delivered and installed by Generation Green free of charge;
8. As long as the buyer has not fulfilled all its financial obligations under the agreement, it cannot make a warranty claim;

9. The buyer loses its warranty claim against Generation Green, is liable for all damages and indemnities Generation Green against any third-party claim for damages if and to the extent that:
 1. The damage was caused by inexpert and/or with instructions, advice or directions for use of Generation Green conflicting with the product or a part thereof by the buyer;
 2. The damage was caused by errors, incompleteness or inaccuracies in data, materials, information carriers, documents, etc. that were provided and/or prescribed to Generation Green by or on behalf of the buyer;
 3. The damage was caused by properties of the subsoil of the location or the location itself where the product or a part thereof was installed;
 4. The damage was caused by instructions given by or on behalf of the buyer to Generation Green;
 5. The damage was caused by the buyer itself or a third party on behalf of the buyer carrying out repairs or other work on the installation or any part thereof, without the prior written consent of Generation Green;
 6. The damage was caused by emergency repairs carried out.

Article 8: Liability

1. Generation Green discharges its duties, as may be expected of a company in its industry, but accepts no liability for damage, including death and personal injury damage, consequential damage, trading loss, loss of profits and/or stagnation damage, resulting from acts or omissions of Generation Green, its personnel or third parties it engages, the product and/or the installation. Unless mandatory provisions dictate otherwise;
2. Generation Green is never liable for damage due to lost electricity production as a result of non-functioning of the product and/or incorrect installation;
3. Damage should be reported to Generation Green as soon as possible, but no later than two weeks after the damage has been observed;
4. Without prejudice to the provisions in the other paragraphs of this article, the liability of Generation Green, for whatever reason, is also limited to the actual invoice amount paid. At least, the part thereof that relates to the liability and such up to a maximum of the amount of the payment to be provided by the insurer of Generation Green in the case in question (including the excess borne by Generation Green in connection with the insurance), insofar as Generation Green is insured for this;
5. The buyer indemnifies Generation Green against any claims by third parties, including for example the owner of the property and/or real estate, related to the product, the Installation and/or the presence of the product;
6. The buyer must hold Generation Green liable for this no later than two months after it has become aware of or could have become aware of the damage suffered by it;
7. Notwithstanding the provisions of article 8.6, a period of four months applies to the consumer;
8. The limitations of liability included in this article do not apply if the damage can be attributed to intent and/or conscious recklessness of Generation Green, its board of directors and/or its managerial staff.

Article 9: Force majeure

1. Force majeure means any shortcoming in the performance of the agreement that cannot be attributed to Generation Green or the buyer, because it is not due to Generation Green's or buyer's fault, nor under the law, legal act or generally accepted views comes at the expense of Generation Green or the buyer;
2. In case of temporary force majeure, Generation Green is entitled to extend the agreed target period by the time during which the temporary force majeure continues;
3. In case of permanent force majeure, or a force majeure situation for a continuous period of more than three months, Generation Green or the buyer respectively are entitled to dissolve the agreement out of court. In the event of force majeure, the buyer cannot claim compensation from Generation Green for any damage suffered by it, without prejudice to the provisions of article 6:78 of the Dutch Civil Code;
4. Parties will mutually notify each other in writing of a force majeure situation as soon as possible.

Article 10: Other

1. If and insofar as it is established in court that any provision of these terms and conditions cannot be invoked, the provision in question will in any event be given a corresponding meaning, as far as its content and purport are concerned, to the extent that it can be invoked;
2. Generation Green is entitled to amend these terms and conditions at any time. Generation Green will notify the buyer of the aforementioned amendment in writing no later than 14 days before the intended effective date of the amendments. If the buyer has not informed Generation Green in writing within eight days of the date of the aforementioned notification that it does not accept the intended amendments, the buyer will be deemed to have accepted these amendments after which the amendments will become a full and integral part of the agreement.

Article 11: Applicable law and disputes

1. Any agreement, of which these general terms and conditions form part, shall be governed exclusively by Dutch law to the exclusion of foreign laws and treaties such as the Vienna Sales Convention;
2. Disputes between the parties, including those which are only considered as such by one of the parties, will be resolved as much as possible through proper consultation;
3. If the parties cannot reach a solution, the District Court of The Hague will be competent to take cognisance of any disputes, although Generation Green always retains the authority to submit the dispute to the competent court in the place where the buyer has its registered office;
4. Notwithstanding the provisions of article 11.3, the consumer is always entitled to opt for the dispute to be adjudicated by the legally competent court, provided it makes this choice known to Generation Green in good time. By timely is meant here: within one month after Generation Green has notified the Consumer in writing that it wishes to submit the dispute to the District Court of The Hague.