

GENERAL TERMS AND CONDITIONS - GENERATION GREEN

Article 1: Definitions

For the purposes of these General Terms and Conditions, the following definitions apply to:

- 1.1. **Advice:** Advice provided by Generation Green to the Customer;
- 1.2. **General Terms and Conditions:** These General Terms and Conditions of Generation Green;
- 1.3. **Consumer:** Certain provisions in these General Terms and Conditions apply only in cases where the Customer is a natural person acting not in the course of a profession or business. In these provisions, this party is referred to as the Consumer;
- 1.4. **Service:** The performance or series of performances offered by Generation Green to the Customer;
- 1.5. **Phase:** A defined stage with a defined and verifiable result;
- 1.6. **Generation Green:** The trade name for the separate companies SolarOplossing B.V., SO Products B.V., SO Industrial B.V., and SO Commercial B.V.;
- 1.7. **Installation:** If agreed between the parties, the assembly and connection of the Product in such a way that it can achieve good output under the given circumstances;
- 1.8. **Customer:** The client entering into an agreement with Generation Green for the purchase and possible installation of the Product or Service;
- 1.9. **Location:** The immovable property where Services are to be performed or Products delivered or installed;
- 1.10. **Grid Operator:** The grid operator referred to in Article 1, paragraph 1, under k, of the Electricity Act 1998, or Article 1, paragraph 1, under e, of the Gas Act;
- 1.11. **Agreement:** The agreement between Generation Green and the Customer for the purchase of the Product and any installation thereof;
- 1.12. **Parties:** Customer and Generation Green collectively;
- 1.13. **Product:** Energy solutions in the broadest sense, including but not limited to: solar panels, inverters, charge controllers, batteries, data loggers, wiring, mounting materials, batteries, and subscriptions, as specified in the Agreement, including advisory services;
- 1.14. **Seller:** The contractor or seller under the trade name Generation Green;
- 1.15. **Expected Yield:** The expected yield described in the Agreement that the Product will (be able to) generate;
- 1.16. **Proposal:** An offer, quotation, or proposal from Generation Green to enter into an Agreement.

Article 2: Applicability

- 2.1. These General Terms and Conditions apply to and form part of all requests, Proposals, assignments, and Agreements between Generation Green and the Customer.
- 2.2. These terms cannot be deviated from unless the Parties have expressly agreed to do so in writing, and then only for the Agreement for which these modified arrangements have been made.
- 2.3. The applicability of the Customer's General Terms and Conditions is expressly excluded, in whole or in part.
- 2.4. A Customer who has entered into an Agreement under the applicability of these terms is deemed to have tacitly agreed to the applicability of these terms to later agreements.
- 2.5. If one or more of these terms are null and void or could be annulled, the other provisions of these terms remain applicable to the Agreement. Generation Green retains the right to modify the General Terms and Conditions and to apply these changes to existing agreements. Generation Green will notify the Customer of such changes in writing in advance.

Article 3: Proposals and conclusions of the agreement

- 3.1. All Proposals from Generation Green are non-binding and based on the information provided in the Proposal. If circumstances arise or become apparent, in addition to or deviating from the information provided by the Customer, which form an obstacle to the execution or duration of the assignment, Generation Green can limit, expand, or terminate the assignment;
- 3.2. A Proposal can be withdrawn as long as it has not been signed by the Parties;
- 3.3. The provisions included in the Agreement take precedence over the provisions in these General Terms and Conditions;
- 3.4. Proposals from Generation Green are based on data provided by the Customer. If this data changes or proves to be incorrect, Generation Green may withdraw the Proposal;
- 3.5. Generation Green holds the Customer liable for the risk of damage caused by errors or defects in drawings, calculations, constructions, specifications, or other requirements provided by the Customer, which are relevant to the formation of the Proposal;
- 3.6. The Agreement is concluded once the Customer has signed the Proposal;
- 3.7. The Agreement replaces all prior discussions between Generation Green and the Customer.

Article 4: Execution and modification of the agreement

- 4.1. Only Generation Green is considered the contractor toward the Customer, even if it was expressly or tacitly intended that a specific person would execute the assignment. The provisions of Articles 7:404 and 7:407, paragraph 2, of the Dutch Civil Code are expressly excluded;
- 4.2. Generation Green performs the assignment solely for the benefit of the Customer. Third parties cannot derive rights from the content of the work performed or how the assignment has been executed. The Customer indemnifies Generation Green against third-party claims in this regard;
- 4.3. Supplements or modifications to the order confirmation or quotation are only binding for the parties if and to the extent they are documented in writing. The effective date of these modifications will be explicitly indicated;
- 4.4. If there are changes in laws or significant changes in legal interpretations that modify the Agreement, all possible negative consequences will be borne by the Customer, unless otherwise agreed in a separate agreement;
- 4.5. Drawings and calculations made before the Agreement is concluded, including roof dimensions, the number of solar panels, and essential ballast, are indicative and non-binding, and no rights can be derived from them. These drawings and calculations do not form part of the Agreement. Generation Green accepts no liability if a third party (whether or not at the Customer's request) uses these indicative drawings and calculations during the installation of the Product, without Generation Green being involved in the installation.

Article 5: Price

- 5.1. Unless expressly stated otherwise in writing, the prices quoted in the offer and Agreement are fixed;
- 5.2. If, after the conclusion of the Agreement and before payment, one or more cost price factors (such as, but not limited to, material prices, transport costs, import/export duties, and taxes) change, Generation Green has the right to adjust the agreed price accordingly;
- 5.3. If there is such a change, as referred to in Article 5.2, both Generation Green and the Customer have the right to terminate the Agreement within fourteen days after Generation Green notifies the Customer of the price increase by registered mail.
- 5.4. Generation Green is entitled to annually index the price according to the Service Price Index of the Central Bureau of Statistics.

Article 6: Delivery and transfer of ownership

- 6.1. Delivery of the Product and/or Service will be made to the address specified by the Customer, with Generation Green aiming for a delivery period of 3 months after the Agreement is concluded;
- 6.2. The period mentioned in 6.1 is not a strict deadline. If Generation Green fails to deliver on time, the Customer will notify Generation Green and set a reasonable period for performance. All liability related to untimely delivery by Generation Green is excluded, including but not limited to financial damage due to unrealized yields from the Product;
- 6.3. Generation Green is entitled to deliver the Product and/or Service in parts. If delivered in parts, Generation Green may invoice each part separately;
- 6.4. If, after the conclusion of the Agreement, the Product is no longer available or cannot be delivered within a reasonable period, Generation Green may offer a comparable Product (as determined by Generation Green). Generation Green is entitled to adjust the agreed price accordingly;
- 6.5. In the case of a modification to the Agreement, as referred to in Article 6.4, both Generation Green and the Customer have the right to terminate the Agreement within ten business days after notification by Generation Green of the modification, by registered mail;
- 6.6. Generation Green or an entity appointed by it will contact the Customer in writing (including by email) to arrange an appointment for the delivery of the Product and any installation;
- 6.7. Generation Green retains ownership of all goods supplied to the Customer until the Customer has fully met its (payment) obligations toward Generation Green under the agreements for deliveries or provision of goods or products. Claims arising from a breach of such agreements are included;
- 6.8. While ownership of delivered goods remains with Generation Green, the Customer may not encumber these goods outside of normal business operations;
- 6.9. The Customer irrevocably authorizes Generation Green to access the location where the delivered/installed goods are located, to reclaim them. The Customer is liable for the costs incurred by Generation Green for reclaiming the goods;
- 6.10. The Customer agrees to establish an unregistered pledge on the Product at Generation Green's first request, should the ownership reservation of Generation Green on these goods ever prove to be invalid;
- 6.11. The goods or products supplied by Generation Green to the Customer are fully at the Customer's expense and risk from the moment of actual delivery;
- 6.12. The Customer is obligated to inspect the goods upon delivery, and no later than 48 hours after delivery, to verify whether the correct goods have been delivered and whether the quantity (such as the number and amount) matches the Agreement. If this is not the case and the Customer does not notify Generation Green in writing within two weeks, the Customer forfeits all rights related to any failure to meet the Agreement;
- 6.13. In deviation from the provisions of Article 6.12, the term for Consumers is two months.

Article 7: Payment

- 7.1. All amounts the Customer owes to Generation Green for the delivery and installation of the Product are invoiced by Generation Green;
- 7.2. Payment by the Customer must be made based on the pre-offered payment terms to a bank and/or giro account designated by Generation Green, unless otherwise agreed in writing;
- 7.3. Complaints do not suspend the Customer's payment obligation;
- 7.4. Without explicit written consent from Generation Green, the Customer is not allowed to offset its payment obligation to Generation Green with any claim the Customer has against Generation Green, for any reason. This applies even if the Customer requests (temporary) suspension of payments or is declared bankrupt;
- 7.5. Generation Green has the right to request advance payment, cash payment, or security for the Customer's payment at any time, with a maximum advance payment of 70% of the purchase price from the Consumer, unless explicitly stated otherwise in the Agreement;
- 7.6. In case of liquidation, bankruptcy, seizure of goods and/or property of the Customer, or suspension of payments, Generation Green's claims against the Customer become immediately due and payable;
- 7.7. The payment term referred to in Article 7.2 is a strict deadline. If the payment is not made on time, the Customer is automatically in default without a formal notice of default, and Generation Green has the right to charge statutory commercial interest from the invoice due date;
- 7.8. If the Customer defaults on the timely performance of its obligations, the Customer owes

Generation Green not only the statutory commercial interest as referred to in Article 7.7 but also extrajudicial costs, with Generation Green claiming the statutory reimbursement of extrajudicial (collection) costs. These costs are set at 15% of the total outstanding principal, with a minimum of €75.00 for any partially or fully unpaid invoice;

- 7.9. In deviation from Article 7.8, for Consumers, Generation Green claims an amount equal to the legally maximum allowed reimbursement for extrajudicial collection costs, as specified in and calculated according to the Decree on Reimbursement for Extrajudicial Collection Costs. If the outstanding amount is not paid within 14 days after a reminder, the Consumer is liable for the collection costs;
- 7.10. In case of non-payment or improper performance of any obligation by the Customer, Generation Green is entitled to terminate the Agreement extrajudicially and stop further performance of services, without prejudice to Generation Green's right to claim performance or compensation for damages caused by the termination of the Agreement;
- 7.11. The Customer is required to provide security if any claims of Generation Green against the Customer remain unpaid.

Article 8: Installation

- 8.1. The Product will be installed and connected by the customer unless the customer has agreed with Generation Green that Generation Green will (arrange to) install and connect the Product;
- 8.2. The customer is responsible towards Generation Green for the proper and timely implementation of all setups, facilities, and/or conditions necessary for installing, connecting, and ensuring the safe and proper functioning of the Product. Furthermore, the customer is required to do everything reasonably necessary for the proper and timely execution of the Agreement;
- 8.3. Generation Green commits to performing the tasks under the assignment in accordance with the standards applicable in the industry. If proper execution of the assignment requires it, Generation Green has the right to subcontract (parts of) the work to third parties;
- 8.4. Generation Green is never liable for damage to the work caused by activities or deliveries carried out by the customer or third parties engaged by the customer;
- 8.5. In applicable cases, the customer grants Generation Green personnel or a designated installer access to the location where the Product is to be installed;
- 8.6. The customer ensures that no asbestos is present at the installation site;
- 8.7. Damages and costs arising from non-compliance with the conditions set forth in these General Terms and Conditions are the responsibility of the customer;
- 8.8. The customer also bears the risk of damage caused by inaccuracies in the information provided or tasks assigned by them and defects in the property (real or personal) on which the work is carried out;
- 8.9. If a qualified intermediary, such as but not limited to a consultancy firm, construction company, or installer, wishes to deviate from Article 8.3 and therefore does not wish to carry out the installation according to industry standards (e.g., NEN 7250), Generation Green is not liable for any damages (both direct and indirect) resulting from the deviation from these standards;
- 8.10. Generation Green commits to delivering the metering cabinet in compliance with NEN1010 standards. To meet this standard, Generation Green may need to break the seal of the main fuse. The customer is responsible for requesting a new seal and bears the associated costs with the network operator. These costs are never borne by Generation Green unless otherwise agreed.

Article 9: Warranty

- 9.1. Generation Green guarantees the proper functioning of the Product under normal use and after correct Installation for a period of two years, provided that the claim is made according to the provisions of this Article 9;
- 9.2. If Product Installation has been agreed upon, Generation Green guarantees proper Installation for a period of two years, provided that the claim is made as per Article 9;
- 9.3. Defects must be reported in writing to Generation Green immediately and within two weeks of their discovery, failing which all warranty claims against Generation Green lapse;
- 9.4. For Consumers, a deviation applies, allowing a reporting period of two months;
- 9.5. Due to shading or other factors, the Product may not yield the expected output at the end of the year. If there is a minor deviation from the expected output, defined as 10% or less, this does not qualify as a defect under Article 9.3;

- 9.6. The customer must always provide Generation Green the opportunity to repair any defects. At its discretion, Generation Green will either repair the defect or replace the Product within a reasonable timeframe. If the Product is no longer available, Generation Green is entitled to repair the defect with a comparable Product—at its discretion. The customer is not entitled to a refund of the invoice amount. Generation Green is not liable for any consequential damages resulting from repair or replacement;
- 9.7. During the warranty period, any warranty claims granted for the Installation or a component will be addressed by Generation Green free of charge unless otherwise agreed;
- 9.8. The customer cannot claim warranty rights as long as they have not fulfilled all financial obligations under the Agreement;
- 9.9. The customer forfeits warranty rights and indemnifies Generation Green against third-party claims for compensation if:
 - 9.9.1. Damage is caused by improper use of the Product or a component contrary to Generation Green's instructions, advice, or manuals;
 - 9.9.2. Damage is caused by errors or inaccuracies in data, materials, or documents provided by the customer;
 - 9.9.3. Damage arises from the characteristics of the substrate or location where the Product or component is placed;
 - 9.9.4. Damage results from instructions from the customer to Generation Green;
 - 9.9.5. Damage occurs because the customer or a third party repaired or altered the Installation without prior written consent;
 - 9.9.6. Damage arises from emergency repairs.

Article 10: Liability

- 10.1. Generation Green performs its duties as reasonably expected in its industry but accepts no liability for damages, including personal injury, consequential damages, business losses, or stagnation damages arising from acts or omissions by Generation Green, its personnel, or engaged third parties, the Product, or Installation, except as prohibited by mandatory law;
- 10.2. Generation Green is never liable for damages due to lost electricity production resulting from Product or Installation malfunctions;
- 10.3. Damages must be reported to Generation Green as soon as possible and no later than two weeks after discovery;
- 10.4. Generation Green's liability is limited to the actual invoice amount paid and capped at the amount payable by Generation Green's insurer in applicable cases, including any deductibles;
- 10.5. The customer indemnifies Generation Green against third-party claims related to the Product, Installation, or its presence;
- 10.6. The customer must hold Generation Green accountable for damages within two months of becoming aware of or reasonably should have known about the total damages incurred;
- 10.7. For Consumers, a four-month period applies instead of two months;
- 10.8. Liability limitations in this Article do not apply to damages resulting from willful misconduct or gross negligence by Generation Green, its management, or leading staff.

Article 11: Force majeure

- 11.1. Force majeure refers to any failure in performing the Agreement that cannot be attributed to Generation Green or the customer due to circumstances beyond their control;
- 11.2. In the case of temporary force majeure, Generation Green is entitled to extend the agreed-upon period by the duration of the force majeure;
- 11.3. In cases of permanent force majeure or situations exceeding three consecutive months, Generation Green or the customer may terminate the Agreement extrajudicially. No compensation for damages can be claimed in such cases, subject to Article 6:78 of the Dutch Civil Code;
- 11.4. Parties shall inform each other of any force majeure situations as soon as possible in writing.

Article 12: Copyright

- 12.1. Copyright on documents created by Generation Green, such as drawings, designs, models, reports, and advice, remains exclusively with Generation Green. They may not be used, copied, disclosed, or shared without prior written consent unless used under the Agreement;
- 12.2. The customer may not reuse Generation Green's documents or advice without explicit written consent, for which Generation Green may request reasonable compensation.

Article 13: Governing law and disputes

- 13.1. All Agreements incorporating these General Terms and Conditions are governed exclusively by Dutch law, excluding foreign laws and treaties like the CISG;
- 13.2. Parties will strive to resolve disputes through mutual consultation;
- 13.3. If no resolution is reached, the court in The Hague has jurisdiction unless Generation Green opts for the competent court in the customer's location;
- 13.4. For Consumers, disputes may be brought before the legally competent court provided the choice is made within one month after Generation Green's written notice to file the case in The Hague.

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