

1. Definitions

1.1. In these Terms and Conditions the following definitions apply:

Autarco: Autarco Group BV or any of its legal subsidiaries

Customer: Client or the buyer who enters into an Agreement with Autarco for the sale of Products;

Product: Materials that directly or indirectly related to a photovoltaic installation such as solar panels, inverters, mounting hardware, connectors, cables, etc.;

Agreement: The agreement between Autarco and Customer to purchase Products.

2. Applicability

- 2.1. These Terms and Conditions apply to all offers and Agreements whereby Autarco acts as the seller, supplier of goods or services.
- 2.2. These Terms and Conditions may not be waived unless the parties have so agreed in writing and then exclusively for the specific Agreement for which the altered terms have been made.
- 2.3. The applicability of the Customer's general terms and conditions are hereby explicitly rejected.
- 2.4. If one or more of these conditions would be null or annulled, the remaining conditions of these terms still apply to the Agreement.

3. Agreement

- 3.1. All Autarco offers are without engagement and based on the information provided in the application. If, in addition or deviation from the information provided by the Customer, circumstances are found or occur that hinder the execution or timeframe of an order, Autarco may restrict, extend or terminate the Agreement
- 3.2. Offers are valid for 14 days unless explicitly stated otherwise. Autarco reserves at all times the right to limit this period or to withdraw its offer.
- 3.3. An Agreement is established by written or electronic confirmation of an offer.
- 3.4. Autarco performs an order exclusively for the benefit of the Customer. Third parties cannot derive any rights from the content of the Agreement. Customer indemnifies Autarco in this respect against claims of third parties.

- 3.5. An Agreement is concluded in lieu of all that has been discussed between Autarco and Customer.
- 3.6. Verbal agreements are not binding.
- 3.7. A composite offer does not oblige Autarco to execute part of the assignment for a corresponding part of the quoted price.

4. Price

- 4.1. Unless otherwise stated in writing, the prices quoted in an offer or Agreement are fixed.
- 4.2. The prices given in an offer are exclusive of VAT unless stated otherwise.
- 4.3. Prices are subject to change without notice.
- 4.4. If one or more cost factors (e.g. but not limited to prices of materials, transport costs, import duties, exchange rates, taxation) has undergone a change after the date of conclusion of the Agreement but before payment, Autarco is entitled to the agreed price accordingly.
- 4.5. In case there is a price change pursuant to Article 4.4 both Autarco and Customer are entitled to terminate the Agreement by registered letter within ten (10) business days after notification by Autarco that the price is increased.

5. Delivery and transfer of ownership

- 5.1. The delivery of Products will take place at an address provided by Customer, whereby Autarco strives for a delivery time in accordance with the Agreement.
- 5.2. The agreed upon delivery time is not a definite time. If Autarco cannot deliver timely, Customer must give Autarco formal notice in writing and provide a reasonable period allowed for compliance. All liability regarding non-timely delivery is hereby excluded by Autarco including but not limited to financial damages arising from unrealized revenue from the Products.
- 5.3. Autarco is entitled to fulfill the Agreement in parts. If the Products are delivered in delivery installments, Autarco entitled to invoice each installment separately and the Customer is required to pay this invoice as if it concerned a separate contract.
- 5.4. If, after the conclusion of an Agreement, the Product is not available anymore, or at least is no longer available within a reasonable time, to be determined by Autarco, Autarco is entitled to supply a similar Product, at the discretion of Autarco. Autarco is entitled to adjust the agreed upon price accordingly.
- 5.5. In case there is any amendment to the Agreement referred to in clause 5.4 are both Autarco and Customer are entitled to terminate the Agreement by registered letter within ten (10) business days after notification by Autarco of the change.
- 5.6. Autarco retains ownership of all delivered goods as long as Customer has not fully complied with the payment obligations towards Autarco as stipulated under the agreements or

- provision of goods or products, claims regarding a failure in the performance of such agreements included.
- 5.7. As long as there is retention of title, the Customer may not burden the delivered Products outside its normal business conduct.
 - 5.8. Customer irrevocably authorizes Autarco access to the place of the delivered goods to repossess these. Customer is liable for the costs incurred by Autarco for repossession.
 - 5.9. Customer agrees to a possessory lien on the Products now and at the first request of Autarco should the retention of title by Autarco be nullified at any time.
 - 5.10. All Products, incl. samples for temporary use, delivered to the Customer are completely at its account and risk from the moment of actual delivery.
 - 5.11. If the delivery is suspended at the request of the Customer, the goods can be stored at the expense and risk of the Customer. In such case, it may be required to complete the payment of the storage cost related invoice prior to delivery.
 - 5.12. Customer is obliged to accept the Products at the time they are made available to the Customer. If the Customer refuses or fails to provide information or instructions necessary for the delivery, the Products will be stored up to four (4) weeks at the expense and risk of the Customer. In such case, it may be required to complete the payment of the storage cost related invoice prior to delivery.
 - 5.13. If the Customer does not take delivery of the Products within the period referred to in Section 5.12 or if the Customer indicates they won't be able to take the Products, it will void the delivery obligation of Autarco and the Customer incurs an immediately payable forfeit of 10% of the invoice value of the Products.
 - 5.14. Unless the Agreement states otherwise, the Customer is not entitled to return ordered and received Products.
 - 5.15. Customer must inspect the Products upon delivery and must check that the delivered goods conform to the Agreement.
 - 5.16. Visible defects must be noted on the delivery note or the transport document and should be reported immediately to Autarco.
 - 5.17. Non-visible defects must be reported to Autarco in writing within three (3) business days after delivery and include a report and reference to the Autarco invoice.

6. Payment

- 6.1. All amounts payable by Customer to Autarco for the delivery of Products are charged by means of an invoice.
- 6.2. Payment by the Customer must be received within the payment term mentioned on the invoice on the bank account mentioned on the invoice.
- 6.3. Complaints do not suspend the payment obligation of the Customer.

- 6.4. Without the explicit written consent of Autarco the Customer is not permitted to offset its payment obligation to Autarco with a claim to Autarco on any ground whatsoever. This also applies if Customer is under (temporary) suspension of payment or is declared bankrupt.
- 6.5. Autarco has the right to, at any time, require a deposit, cash payment or security by the Customer, unless explicitly agreed upon otherwise in the Agreement.
- 6.6. In case of liquidation, bankruptcy, seizure of property and affairs or suspension of payment of the Customer, all Autarco claims on Customer are due immediately.
- 6.7. The payment term referred to in Article 6.2 is a strict deadline. In case of overdue payment the Customer is therefore in default without notice and Autarco is entitled to charging statutory interest from the invoice due date.
- 6.8. If the Customer is in default regarding the fulfillment of its obligations to Autarco it is, in addition to the interest mentioned in article 6.7, liable to the extrajudicial costs incurred by Autarco such as debt collection cost, which are current by Dutch law set to 15% of the total outstanding amount with a minimum of €75 for each partially or completely unpaid invoice.

7. Warranty

- 7.1. Products come with a manufacturer's warranty for end users. Customer accepts these warranties and is obliged to declare these applicable to agreements with its customers. The product warranty terms are publicly available and Autarco will send them free of charge upon request.
- 7.2. Defects must be notified to Autarco within two weeks after the revelation of the defect. Any product guarantee claim lapses if this period is not adhered to.
- 7.3. Customer must in all cases provide Autarco an opportunity to restore the defect. Autarco will at her own choice and within a reasonable period repair the defect or replace the Product. If the Product has been discontinued, Autarco is entitled to the use of a comparable product – at the discretion of Autarco. Customer is in no way entitled to a refund of the invoice amount. For any (consequential) damage resulting from the repair or replacement Autarco is not liable.
- 7.4. Repair and / or replacement of the Product will not extend the original warranty.
- 7.5. As long as the Customer has not met its financial obligations arising under the Agreement, he or his customer cannot claim any warranty.
- 7.6. Customer loses the product warranty and is liable for all damages and indemnifies Autarco against any claim by third parties in respect of damages if and insofar as:
 - A. The damage is caused by improper use and / or use inconsistent with instructions, advice or manuals provided by Autarco for the Product or any part thereof by the Customer;

- B. The damage caused by errors, omissions or inaccuracies in information, materials, information carriers, documents etc. that were provided and / or prescribed by or on behalf of Customer to Autarco;
- C. The damage is caused by properties of the surface of the location or the location itself where the Product or any part thereof has been placed.
- D. The damage was caused by information given by or on behalf of Customer to Autarco.

8. Liability

- 8.1. Autarco fulfills its role and duties as can be expected from a company in the industry but does not accept any liability for damages, including death and personal injury, consequential loss, trading loss, loss of profits and / or stagnation damage that is the result of acts or neglect by Autarco, its staff or its contracted third parties, the Product, unless mandatory legal provisions oppose this.
- 8.2. For defects in the delivered goods, the product warranties as defined in Article 8 apply.
- 8.3. Without prejudice to the other paragraphs of this article, Autarco's liability shall be limited to the invoiced value of the delivered Products, or, at the discretion of Autarco, the amount received by Autarco from its insurer for that particular liability in so far as Autarco is insured.
- 8.4. The limitations of liability included in this article do not apply if the damage is due to intent and / or deliberate recklessness of Autarco's directors and / or its management.

9. Force majeure

- 9.1. Force majeure means any shortcoming regarding the performance of the Agreement to which neither Autarco nor Customer can be attributed, as they are not caused by Autarco or Customer, nor under the law, legal act or generally accepted views can be borne by Autarco or Customer.
- 9.2. In case of temporary force majeure, Autarco is entitled to extend the agreed upon delivery time with the duration of the temporary force majeure.
- 9.3. In case of permanent force majeure or a situation of force majeure for a continuous period of more than three (3) months, both Autarco and Client is entitled to dissolve the Agreement extrajudicially. In case of force majeure, Customer may not claim compensation by Autarco for any damage suffered, without prejudice to article 6:78 BW.
- 9.4. If Autarco at the time the force majeure has already partly met its obligations or can only partly meet its obligations, it is entitled to invoice the already delivered or deliverable part separately and the Customer is required to pay this invoice as if it concerned a separate contract.
- 9.5. Parties will notify each other of a force majeure situation as soon as possible and in writing.

10. Other

- 10.1. If and in so far as it is legally established that no appeal can be made to a provision in these terms, the content and scope of that particular provision should be interpreted as similar as possible, so that there may be relied upon.
- 10.2. Autarco is entitled to amend these Terms and Conditions at all times. Autarco will notify Customer in writing of said amendment no later than fourteen (14) days before the proposed effective date of the changes. If the Customer does not, within eight (8) days after the date of such notification, notify not to accept these changes, the Customer shall be deemed to have accepted these changes and the changes shall become complete and integral part of the Agreement.

11. Applicable Law and Disputes

- 11.1. To all Agreement of which these Terms and Conditions form an integral part, only Dutch law applies with exclusion of foreign laws and treaties such as the Vienna Sales Convention.
- 11.2. Disputes between the parties, including disputes regarded as such by only one party, shall be resolved as far as possible through proper consultation.
- 11.3. If the parties do not reach a solution, the court in 's-Hertogenbosch has the jurisdiction to settle any disputes although Autarco is always entitled to submit the dispute to the competent court in the place where Customer is located.