

GENERAL TERMS AND CONDITIONS SOLAR FAST

Solar Fast B.V., statutorily established in Amsterdam and registered with the Chamber of Commerce under number 89122666, has its office at Keurmeesterstraat 10, (1187 ZX) Amstelveen, and operates a business engaged in the sale and installation of solar panels, home batteries, charging stations, heat pumps, air conditioning units and distribution boards, as well as the replacement and repair of roofs - insofar as related to solar panels - and the installation of underfloor heating and home insulation.

GENERAL

ARTICLE 1

1. These terms and conditions apply to every offer, quotation and agreement between Solar Fast B.V., hereinafter referred to as "Solar Fast", and the party, hereinafter referred to as "the client", that enters into an agreement with Solar Fast for the supply and/or installation of solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards, as well as for the replacement and repair of roofs - insofar as this is related to solar panels - and for the installation of underfloor heating and the insulation of homes.
2. Where the client of Solar Fast is a consumer, a number of special provisions under these terms and conditions apply that do not apply to offers, quotations and agreements relating to other clients. A consumer means a natural person who is not acting in the exercise of a profession or business.
3. Deviations from these terms and conditions are only possible if expressly agreed in writing between Solar Fast and the client.
4. If these terms and conditions have not been deviated from in accordance with paragraph 3, the client is deemed to have accepted these terms and conditions in full.
5. If and insofar as any provision of these terms and conditions is declared void or is nullified, the remaining provisions of these terms and conditions shall remain fully in force.
6. The applicability of any terms and conditions of the client is expressly excluded.



QUOTATIONS AND AGREEMENTS**ARTICLE 2**

1. All quotations from Solar Fast are non-binding and may be revoked by it at any time. Solar Fast is entitled to adjust prices and pass such adjustments on to the client if interim circumstances occur that result in an increase in cost price (such as materials and government-imposed taxes). In that case, Solar Fast shall inform the client as soon as possible.
2. Solar Fast cannot be held to its quotation(s) if the client can reasonably understand that the quotation(s) contain an obvious mistake or clerical error.
3. If the client is a consumer, the prices stated in a quotation include VAT and government-imposed levies. In all other cases, the prices stated in a quotation exclude VAT and government-imposed levies.
4. Subject to the provisions of paragraphs 1 and 2 of this article, the agreement is concluded at the moment the client has accepted the quotation and the conditions set therein.
5. Where the client is a consumer and the agreement has been concluded at a distance, the consumer has the right to revoke the agreement within 14 days after delivery of the solar panels, home batteries, charging stations, heat pumps, air conditioners and/or distribution boards, without stating reasons, provided that the relevant goods are unused and in the same condition as at the time of delivery. In that case, transport costs for the return are always borne by the consumer. Revocation must be effected by completing, signing and returning the withdrawal form published on the Solar Fast website.
6. If the consumer has paid an amount and uses the option offered to the consumer, as described in paragraph 5 of this article, Solar Fast shall proceed to reimbursement no later than 30 days after return shipment or revocation.
7. The provisions of paragraph 5 of this article do not apply if the purchase has not been concluded at a distance or if the solar panels, home batteries, charging stations, heat pumps, air conditioners and/or distribution boards concern custom work, i.e., if these have been specially made to measure and in accordance with the specific wishes of the consumer, deviating from standard solar panels, home batteries, charging stations, heat pumps, air conditioners and/or distribution boards. The provisions of paragraph 5 of this article also do not apply where the client enters into an agreement with Solar Fast regarding roof replacement and repair and the installation of underfloor heating and

home insulation.

DELIVERY AND INSTALLATION OF SOLAR PANELS, HOME BATTERIES, CHARGING STATIONS, HEAT PUMPS, AIR CONDITIONERS AND DISTRIBUTION BOARDS

ARTICLE 3

1. Solar Fast aims to deliver the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards in accordance with the periods stated in its quotation and, insofar as agreed by the parties, to install them.
2. The periods referred to in paragraph 1 of this article are not strict deadlines, unless the parties have expressly agreed otherwise.
3. The delivery and installation period commences on the latest of the following points in time: For consumers: the day of receipt of the first payment; For non-consumers: the day the agreement is concluded, or the day Solar Fast receives the documents, data and similar items required for performance of the agreement, including the client's signature.
4. In the event of untimely delivery and/or installation, Solar Fast must first be given written notice of default by the client and granted a reasonable period to proceed with delivery and/or installation.
5. Solar Fast cannot be obliged to perform within the agreed periods where performance is not possible due to circumstances attributable to, or for the account and risk of, the client.
6. Solar Fast has the right to postpone delivery and/or installation of the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards if its supplier is unable to deliver the relevant items on time, or if (it appears that) on the day of installation circumstances exist, for example "bad weather", such that proceeding with installation is impossible or irresponsible.
7. If the client requests additions to or changes in the agreed installation work, Solar Fast shall inform the client in good time of the necessity of a price increase, unless the client should understand that necessity on its own.

ROOF REPAIR, UNDERFLOOR HEATING INSTALLATION AND HOME INSULATION

ARTICLE 4



1. Solar Fast shall deliver the work relating to roof repairs, underfloor heating installation and home insulation no later than on the completion date or within the agreed period.
2. The provisions of paragraph 1 of this article do not affect Solar Fast's right to deliver the work at a later date when: a) after conclusion of the agreement, cost-increasing circumstances occur that Solar Fast could not foresee before or at conclusion of the agreement and those circumstances cannot be attributed to Solar Fast. In that case, pursuant to article 7:753 of the Dutch Civil Code, Solar Fast is entitled to charge the additional costs to the client. In that case, Solar Fast must first reach agreement with the client on the additional price; b) the client asks Solar Fast to make additions or changes to the work. In that case, Solar Fast shall indicate the consequences for the price of the work and for the completion date or agreed period; c) circumstances occur that cause delay and are not attributable to Solar Fast, for example weather conditions that make it, in all reasonableness, impossible or irresponsible to carry out the agreed work at that time; d) due to the acts of the client, or when circumstances arise that are for the account and risk of the client, it is not possible to deliver the work on the completion date or within the agreed period.
3. If Solar Fast indicates that the work is ready to be delivered and the client does not inspect and accept the work, whether or not subject to reservation, within a reasonable period, or refuses acceptance while indicating defects, the client shall be deemed to have tacitly accepted the work.
4. After acceptance, the work is deemed delivered and the work is at the client's risk.
5. If the work shows defects after delivery for which Solar Fast is liable, Solar Fast shall be given the opportunity to remedy those defects within a reasonable period.
6. If there is defective execution of the work attributable to defects or unsuitability of items originating from the client, including (items that form part of) the premises, the consequences thereof shall at all times be for the account and risk of the client.

INVESTIGATION

ARTICLE 5

1. Solar Fast shall, insofar as required and possible, investigate the suitability of the client's premises before issuing a quotation. The investigation may be carried out remotely or on site. If the investigation is carried out on site, Solar Fast has the right to charge the reasonable costs thereof to the client.



2. The investigation referred to in paragraph 1 of this article is not a structural or technical inspection of (the roof of) the client's premises, but serves only to assess whether it is possible to install solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards, or to replace and repair roofs - insofar as related to solar panels - and to install underfloor heating and home insulation.

3. The suitability of the premises and all items forming part thereof remains for the account and risk of the client, and Solar Fast is not liable for damages if it later appears that the premises and/or items forming part thereof are unsuitable.

4. Solar Fast is never obliged to issue a quotation and at all times has the right, at its own discretion, to refuse to supply and/or install solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards.

OBLIGATIONS OF THE CLIENT

ARTICLE 6

1. The client is obliged to provide, in a timely manner, or before and at least upon Solar Fast's first request, all information relevant to investigating the suitability of the premises and to installing the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards, or to roof repair, underfloor heating installation and home insulation.

2. The client warrants the accuracy and completeness of the information provided by the client to Solar Fast pursuant to paragraph 1 of this article.

3. If it later appears that the information provided by the client is inaccurate or incomplete, the client cannot invoke the possible adverse consequences thereof against Solar Fast, and all possible damage resulting therefrom, including damage vis-a-vis third parties, shall be for the account and risk of the client. If Solar Fast in that case must incur additional costs or perform additional work, Solar Fast has the right to charge those costs and additional work to the client.

4. On the day of installation of the solar panels, the client must have additional and sufficiently suitable roof tiles in stock so that Solar Fast can properly perform the work related to installing the solar panels.

5. The client is obliged to obtain any required (building) permits and to request permission from neighbors itself, insofar as necessary for installing the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards, or for roof repair, underfloor heating installation and home insulation. The client must also

itself verify that the main connection with its grid operator is suitable for the total power to be generated by the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards to be installed, or for work to be performed regarding roof repair, underfloor heating installation and home insulation. If the client is in default in the respects referred to in this paragraph, the consequences shall be for the client's own account and risk, and Solar Fast shall in no way be liable for resulting damage.

6. The client is obliged to ensure that, on the day(s) when the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards are installed, or when work regarding roof repair, underfloor heating installation and home insulation is carried out, Solar Fast's (auxiliary) persons can perform their work undisturbed and that everything has been prepared to make execution of the work possible.

7. If Solar Fast's (auxiliary) persons must use scaffolding and/or aerial work platforms and a permit is required for this, the client is obliged to ensure timely application for the permits and payment of the related fees.

PAYMENT AND RETENTION OF TITLE

ARTICLE 7

1. Unless otherwise agreed in writing, payments to Solar Fast must be made by bank transfer to the account number stated on the Solar Fast invoice.

2. Unless otherwise agreed, payment of the full invoice amount must be made before the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards are delivered and installed.

3. By way of derogation from paragraph 2 of this article, a consumer may suffice with a down payment of 25% of the agreed purchase price before delivery, and the remaining amount must be paid after the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards have been delivered within the period stated on the invoice. If the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards must also be installed, Solar Fast shall make arrangements with the consumer regarding the periods within which the amounts still due must be paid.

4. Invoices must be paid no later than within 14 days after the invoice date, which period qualifies as a strict deadline.



5. Objections to the amount of the invoice do not suspend the payment obligation.
6. Solar Fast remains owner of all solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards supplied by it to the client until the invoices for supplying and installing the relevant items have been paid in full, so that ownership thereof does not pass to the client until after the client has fulfilled all payment obligations under the agreement with Solar Fast. As long as Solar Fast is the owner of the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards, the client is not permitted to alienate, lend, pledge or otherwise encumber the relevant items.

CONFORMITY AND COMPLAINTS

ARTICLE 8

1. The solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards to be supplied by Solar Fast comply with the customary requirements and standards that may reasonably be set at the time of delivery. Solar Fast guarantees the proper functioning of the delivered solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards in accordance with the manufacturer's warranty conditions enclosed upon delivery of the relevant items.
2. The warranty provided by Solar Fast on the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards does not extend beyond the warranty obligations granted to Solar Fast by their manufacturer. This means that Solar Fast never provides a longer and/or more extensive warranty on the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards than the manufacturer provides.
3. The warranty provided by Solar Fast to the client lapses if defects occur as a result of fire, lightning strike, animals, extreme weather conditions and unsuitability of the premises, or circumstances that, also under these terms and conditions, are for the account and risk of the client. The warranty also lapses if the client itself, or a third party on behalf of the client, makes adjustments, including repairs, to the (construction of the) solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards, and where defects in the solar panels, home batteries, charging stations, heat pumps, air conditioners and distribution boards are the result of negligence, improper use and inadequate maintenance attributable to the client.
4. Complaints regarding defects identified by the client must be reported to Solar Fast in



writing as soon as possible, but no later than within two months after the defect becomes apparent. If a defect is not reported in time, the client is no longer entitled to repair, replacement or compensation, unless a longer period follows from the nature of the matter or the other circumstances of the case.

5. Products recognized by Solar Fast as defective shall either be replaced by it or credited for the purchase amount, to the exclusion of any other form of (additional) compensation obligation.

SUSPENSION, TERMINATION AND INTERIM CANCELLATION OF THE AGREEMENT

ARTICLE 9

1. Solar Fast is entitled to suspend performance of its obligations or to dissolve the agreement forthwith and with immediate effect if: - the client fails to perform obligations under the agreement, fails to perform them fully, or fails to perform them on time; - after the agreement is concluded, circumstances come to Solar Fast's knowledge that give good grounds to fear that the client will not perform its obligations; - when concluding the agreement, the client has been requested to provide security for fulfillment of obligations under the agreement and this security is not provided or is insufficient; - due to delay on the part of the client, Solar Fast can no longer reasonably be required to perform the agreement under the originally agreed conditions; - circumstances occur of such a nature that performance of the agreement is impossible or unmodified continuation of the agreement cannot reasonably be required of Solar Fast.

2. If the dissolution is attributable to the client, Solar Fast is entitled to compensation for damage, including costs thereby incurred directly and indirectly.

3. If the agreement is dissolved, Solar Fast's claims against the client become immediately due and payable. If Solar Fast suspends performance of its obligations, it retains its rights under the law and the agreement.

4. If Solar Fast proceeds to suspension or dissolution on the grounds referred to in this article, it is in no way obliged on that account to compensate any damage and costs arising in any manner or to provide indemnification.

5. In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment - if and insofar as the attachment is not lifted within three months - to the detriment of the client, debt restructuring, or any other circumstance as a result of which the client can no longer freely dispose of its assets, Solar Fast is free to terminate the



agreement forthwith and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or indemnification. In that case, Solar Fast's claims against the client become immediately due and payable.

FORCE MAJEURE

ARTICLE 10

1. Solar Fast is not obliged to fulfill any obligation towards the client if it is hindered from doing so as a result of a circumstance not attributable to fault, and which is not for its account pursuant to law, legal act or generally accepted standards in commerce.
2. In these terms and conditions, force majeure means, in addition to what is understood in this respect under law and case law, all external causes, foreseen or unforeseen, over which Solar Fast cannot exercise influence, but as a result of which Solar Fast is unable to fulfill its obligations. Solar Fast is also entitled to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after Solar Fast should have fulfilled its obligation.
3. During the period that the force majeure situation continues, Solar Fast may suspend obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement without obligation to compensate the other party for damage.
4. If, at the time force majeure occurs, Solar Fast has already partially fulfilled its obligations under the agreement or will be able to fulfill them, and independent value can be attributed to the part already fulfilled or yet to be fulfilled, Solar Fast is entitled to invoice the part already fulfilled or yet to be fulfilled separately. In that case, the client is obliged to pay this invoice as if there were a separate agreement.



LIABILITY**ARTICLE 11**

1. If Solar Fast should be liable for damage suffered by the client, such liability is limited to what is provided in this clause.
2. Solar Fast is not liable for damage of any nature whatsoever arising because Solar Fast relied on inaccurate and/or incomplete information provided by or on behalf of the client.
3. If Solar Fast should be liable for any damage whatsoever, Solar Fast's liability is limited to a maximum of the amount that Solar Fast's insurer, or the insurer of auxiliary persons engaged by Solar Fast, will pay out in the relevant case.
4. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Solar Fast or auxiliary persons engaged by it.

APPLICABLE LAW AND DISPUTES**ARTICLE 12**

1. All legal relationships to which Solar Fast is a party are governed exclusively by Dutch law, even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship is domiciled there.
2. The parties shall first appeal to the court only after they have made every effort to settle a dispute by mutual consultation.
3. All disputes between Solar Fast and the client shall be adjudicated exclusively by the competent court of the District Court of Amsterdam, unless the law explicitly prescribes otherwise.

LOCATION AND AMENDMENT OF TERMS AND CONDITIONS**ARTICLE 13**

The most recent version of the general terms and conditions stated on the Solar Fast website shall always apply, i.e. the version that applied at the time the legal relationship with the client was established. The Dutch text of the general terms and conditions is always decisive for their interpretation.

