

GENERAL TERMS AND CONDITIONS OF SALE

Natec Sunergy B.V. registered with the Chamber of Commerce under number 17168905, hereinafter 'Natec'

1. Applicability

- 1.1. These general terms and conditions apply to all offers from, contracts awarded to and agreements concluded with Natec. Any conditions applied by the Purchaser are explicitly rejected by Natec and are therefore not applicable. Only deviations from these general terms and conditions accepted in writing by Natec are valid.
- 1.2. Natec reserves the right to amend these terms and conditions.

2. Formation of the agreement

- 2.1. All offers made by Natec are without engagement; no rights may be derived from an offer. An offer expires after 7 days.
- 2.2. The agreement is formed when it is confirmed by Natec or when that party commences the execution of the order.
- 2.3. When executing the agreement, Natec may supply products to the Purchaser that differ slightly from the products originally offered, but that do not materially differ from these.

3. Delivery

- 3.1. Delivery times stated by Natec and/or agreed by the parties are target times. Delivery times will as much as possible be observed by Natec, but Natec shall not be in default by the expiry of a delivery date.
- 3.2. Natec may deliver and charge for an order in parts.
- 3.3. The products are regarded as having been delivered as soon as they have been handed over to the Purchaser after transport or have been placed under the Purchaser's control.
- 3.4. When, after the expiry of the delivery period, the products have not been accepted by the Purchaser, regardless of the reason, the Purchaser shall automatically be in default with immediate effect, in which case Natec may, at its discretion, leave the products behind at the delivery address at the Purchaser's expense and risk, or store the products and/or sell them to a third party. The Purchaser shall keep the products delivered by Natec adequately insured against damage and theft, from the moment of delivery until the moment full payment is made to Natec.

4. Risk and ownership

- 4.1. Ownership of the products passes to the Purchaser the moment the Purchaser has performed all its financial obligations, including those arising from any deliveries previously received by the Purchaser.
- 4.2. The Purchaser shall without delay notify Natec in writing in the event that any third parties should allege any rights in respect of any products still owned by Natec.
- 4.3. The risk of the products passes to the Purchaser at the time of delivery.

5. Price and price changes

- 5.1. All prices quoted are in EUROS (excluding transportation cost, VAT, import duties, other taxes and levies imposed by the authorities). Unless otherwise agreed in writing, the prices in force on the date of invoicing shall apply.
- 5.2. If, after the formation of an agreement, a change occurs in the market circumstances or in the costs on which the prices are based, Natec will be entitled to adjust its prices.
- 5.3. Unless otherwise agreed in writing, the Purchaser shall settle Natec's invoices in EUROS within 14 days from date of invoice.
- 5.4. All payment deadlines are final. After their expiry, the Purchaser will automatically be in default, without notice of default being required. If the Purchaser does not effect payment, or not in full or within the time stipulated, the Purchaser will be liable for the actual costs incurred by Natec for legal assistance, both in court and otherwise. Furthermore, the Purchaser will be charged interest of 1.5% per month on the amount owed by the Purchaser to Natec with effect from the date on which the payment period has expired.
- 5.5. The Purchaser may not suspend its payment obligations and/or set off its payment obligations against any amounts allegedly owed by Natec.
- 5.6. The Purchaser shall provide the security required by Natec as soon as a request to that effect is made. If the Purchaser fails to do so within the period stipulated by Natec, Natec may suspend its obligations towards the Purchaser.

6. Complaints and returns

- 6.1. Upon receipt of the products, the Purchaser shall check if the products have been delivered in conformity with the order, the packing slip and without any visible damage. The Purchaser shall specify any shortages or damage to the products on the delivery note, the invoice and/or the transport documents. If it fails to do so, Natec will be entitled to reject any complaints.
- 6.2. Any complaints shall be communicated to Natec in writing within 5 days from receipt of the products by the Purchaser. Thereafter, the products delivered shall be regarded as having been accepted. Complaints will not be considered if the products have been fully or partially put into use. Lodging a complaint does not entitle the Purchaser to suspend payment.
- 6.3. Before returning a shipment, the Purchaser shall inform Natec of its intention to do so. Returns must be made in accordance with Natec's instructions. The costs of returning products will be determined for each individual shipment and charged at Natec's discretion. Return shipments will be credited only, if the products are adequately packed.

7. Liability

- 7.1. Natec's liability for damage resulting from a shortcoming and/or wrongful conduct shall be excluded insofar as such is permitted under applicable law.
- 7.2. Natec's liability shall in any case be limited to direct damage and shall not exceed the maximum amount paid by the Purchaser (exclusive of VAT and transport costs) for the shipment concerned. Natec shall not be liable for immaterial damage, damage

resulting from force majeure and/or indirect damage, including, but not limited to, consequential damage, business interruption, damage due to loss of time, loss of data and/or lost turnover or profits.

- 7.3. Claims based on the agreement and/or wrongful conduct shall lapse one year after delivery of the relevant products.
- 7.4. The Purchaser shall indemnify Natec and hold that party harmless from and against any claims by third parties arising from and/or related to products delivered by Natec.

8. Warranty

- 8.1. The manufacturer's user manual, installation provisions and guarantee conditions apply to the products delivered. Natec itself offers no warranties, or further warranties.
- 8.2. With respect to all products sold to the Purchaser, Natec will transfer to the Purchaser all warranties referred to in article 8.1, insofar as such warranties are capable of being transferred. Natec will provide the Purchaser with all the assistance reasonably required for the purpose of exercising the Purchaser's rights under such warranties.

9. Recall

- 9.1. If Natec, or the manufacturer of products supplied to the Purchaser by Natec, initiates a recall, the Purchaser shall, as soon as a request to that effect is made by Natec, without delay provide Natec with all the necessary information regarding the products supplied. If the Purchaser is not able to provide this information to Natec, or not in full, the Purchaser shall be liable for all damage suffered by Natec as a result.

10. Intellectual Property

- 10.1. Without the prior written consent of Natec, the Purchaser shall not use the trade marks, word marks and logos of Natec or other rights of intellectual and industrial property of Natec.
- 10.2. Unless expressly agreed otherwise in writing, all rights of intellectual and industrial property on all products, information and/or data developed and/or made available in the preparation and/or execution of the agreement, such as analyses and (technical) documentation, shall rest exclusively with Natec or its suppliers.

11. Termination

- 11.1. Natec may terminate the agreement, without court intervention and/or notice of default being required, and without Natec being obliged to pay any form of damages or compensation, if the Purchaser:
 - (a) is in breach of any of its obligations under the agreement;
 - (b) is declared bankrupt, or if a request to that effect has been submitted;
 - (c) applies for a provisional suspension of payments; and/or
 - (d) as a result of an attachment of its assets, the appointment of an administrator or otherwise loses the power to dispose of all or part of its assets.
- 11.2. Where appropriate, all claims that Natec may have against the Purchaser shall become due and payable with immediate effect.

12. Force majeure

- 12.1. If Natec is prevented from performing its obligations on account of force majeure, it is entitled (i) to suspend performance of its obligations until the event of force majeure has ended, or (ii) to dissolve the agreement either in whole or in part. In the event of force majeure, the Purchaser shall not be entitled to any compensation for damage or otherwise.
- 12.2. 'Force majeure' shall be taken to mean any circumstance, cause or event that either temporarily or permanently prevents the correct, complete and/or timely performance of any obligations or makes performance unreasonably onerous, and which circumstance, cause or event is beyond the control of Natec; force majeure also includes force majeure in the case of non-performance on the part of a supplier of Natec.

13. Other

- 13.1. In the event that a provision of these general terms and conditions is void or voided, the other provisions shall remain in full force and effect, while the parties shall consult to agree on a new provision, to the greatest extent possible taking into account the purpose and scope of the void or voided provision.
- 13.2. The Purchaser shall keep all information confidential that it has either directly or indirectly obtained in connection with the order in the broadest sense.
- 13.3. Natec processes personal data in accordance with the General Data Protection Regulation and Natec's privacy statement, which may be viewed at <https://natec.com>.
- 13.4. Natec may engage third parties in the execution of the agreement, the reasonable costs of which may be charged to the Purchaser.
- 13.5. The Purchaser may not assign the rights and obligations arising from the agreement to third parties without Natec's written consent.

14. Disputes and applicable law

- 14.1. In the event of a dispute between Natec and the Purchaser, the parties shall attempt to resolve such a dispute in joint consultation. If they fail to do so within 30 days, Natec or the Purchaser may submit the dispute to the exclusive jurisdiction of the competent Oost-Brabant District Court.
- 14.2. Dutch law applies to all agreements concluded by Natec. The Vienna Sales Convention does not apply.