



GENERAL TERMS AND CONDITIONS AMFISOL BV V

1. Any commercial relationship that AMFISOL BV enters into is governed by these general terms and conditions of sale. These general terms and conditions must be read together with any special terms and conditions as included in quotations and/or other written documents of AMFISOL BV, the latter taking precedence in the event of a conflict. The general terms and conditions of AMFISOL BV always take precedence over the general terms and conditions of the other party. These general terms and conditions are deemed to have been knowingly read, approved and accepted at the time of the signing/confirmation by the other party of the offer, order form or agreement. The goods are clearly described in the quotation, order form or agreement.

2. Price quotations are given for information purposes only and do not constitute an offer in any way. They are non-binding, without commitment. Its validity period is limited. Unless specifically expressly stipulated, the validity duration is 30 days. If the other party provides AMFISOL BV with data, calculations, drawings, etc., AMFISOL BV may assume that these are correct and will base its offer on this.

Prices are expressed in euros and do not include VAT, transport, discounts, taxes or levies, unless otherwise indicated. AMFISOL BV is also entitled to ask for advance payments.

AMFISOL BV reserves the right to change the price of a product at any time, taking into account the current market situation (including raw material prices, wages, etc.). The parties declare that the hardship doctrine as expressed in Article 5.74 of the Civil Code is excluded. An order is only final after written confirmation by AMFISOL BV.

AMFISOL BV always has the right to refuse an order, for example in case of force majeure or in case of exhaustion of stock.

3. Any time limit given, even if specifically indicated, is approximate and shall be provided as a form of information. The deadlines are always determined depending on the current workload and the availability of the goods. In any case, exceeding a deadline cannot give rise to the termination or dissolution of the agreement. Nor does the exceeding give rise to any compensation.

AMFISOL BV informs the other party in writing in the event of any delay.

The date of collection can be postponed by AMFISOL BV if the goods are not in stock.

Any change in the order will automatically result in the expiry of the predetermined delivery terms.

Delivery terms may be suspended at the initiative of AMFISOL BV if the other party fails to comply with one of its contractual obligations.

4. Additional orders or changing orders may also give rise to an extension of the delivery terms. If the amendment or addition to the agreement has financial and/or other consequences, AMFISOL BV will inform the other party in advance.

Additional orders or changing orders always give rise to additional invoicing on the basis of the unit prices, without the need for a written agreement from the other party. Execution of this order proves the assignment, as well as the agreement to it.

In any case, any additional/modifying orders are proven by their mere execution and are never considered to be included in the initial quote/pricing.

5. AMFISOL BV only commits to an obligation to perform to the best of its ability.

6. AMFISOL BV can only proceed to the execution of the order and schedule the date of collection of the goods after all details and necessary data have been submitted, all relevant documents signed for this purpose have been returned by the other party and any advance payment has been made in advance or a predetermined security has been established.

Failure to pay a predetermined advance or refusal to provide a security gives AMFISOL BV the right to postpone the date of collection indefinitely without any right to compensation on the part of the other party, without prejudice to the provisions further in these general terms and conditions.

7. The goods must be picked up by the other party in the warehouses of AMFISOL BV.

The goods are always assumed to have been received in the warehouses of AMFISOL BV. The risk of the goods is transferred at the moment that AMFISOL BV makes the goods available to the other party.

AMFISOL BV is not responsible for the use and placement of the goods in violation of the established principles or respect for normal use after delivery of the goods.

8. The other party must inspect the goods immediately upon receipt and clearly indicate any defects on the document to be signed upon receipt. The other party must check whether the delivered goods correspond to what has been agreed.

Disputes about defective or non-conforming goods, or about invoicing, must take place within 5 days after collection and/or invoicing and this by registered mail. In any case, AMFISOL BV is not liable for complaints made after the aforementioned period. In any case, the agreement can no longer be dissolved on that basis.

If AMFISOL BV has not received any complaints within the mentioned period of 5 days, the goods will be considered as compliant.

The warranty for hidden defects cannot be invoked for use in special or abnormal circumstances that are not expressly described in the special terms and conditions, in the event of poor maintenance, modification by the other party, (dis)assembly or repair by a third person. If the articles relating to Article 1641 et seq. of the old Civil Code (Belgium) would be at issue, AMFISOL BV can be held liable on this basis for a period of two years from the collection of the goods in question. The short term in accordance with Article 1648 of the Civil Code (Belgium) is set at 6 months. Under penalty of forfeiture of the liability of AMFISOL BV, the defect must be communicated in writing by the other party to AMFISOL BV within 2 months after its discovery or from the day on which it should have been known.

9. Claims for damages against AMFISOL BV are always limited to:

- the amount for which AMFISOL BV is covered by insurance;
- claims for replacement by supplying similar goods to AMFISOL BV;
- the effective contract value of the part or part in question, to the exclusion of all other damages.

AMFISOL BV is never liable for any direct, indirect, material or immaterial damage suffered by the other party or a third party with regard to or resulting from an agreement entered into with AMFISOL BV, a light, shortcoming or omission committed by AMFISOL BV (or its appointee), a good delivered by AMFISOL BV or by any other cause, unless the other party or the third party can prove that the damage is due to intent, fraud or gross negligence on the part of AMFISOL BV. If the other party carries out repairs or changes to the goods or has them carried out by others, he immediately forfeits any right to complaint or guarantee. The other party also forfeits its right to complain in the event that the damage is the result of non-compliance with professional standards and customary instructions.

10. In the case of assignments involving administrative authorisations, AMFISOL BV bears no responsibility whatsoever with regard to these authorisations. Any resulting damage or fines are fully borne by the other party.

AMFISOL BV can never be held responsible for violations of urban planning or environmental legislation.

The other party must always safeguard AMFISOL BV for the above.

11. The other party expressly acknowledges that the repair of the damage caused in the execution of the agreement by AMFISOL BV and/or its auxiliary persons, within the legal limits, is exclusively governed by contract law, even if the event that is at the origin of the damage also constitutes an unlawful act.

The other party acknowledges that the repair of the damage in such a case is limited to foreseeable damage. Moreover, only direct damage is eligible for compensation and never indirect damage such as loss of profit, loss of opportunity, reputational damage, moral damage,... except where a provision of mandatory law or public policy requires a more generous compensation.

12. Claims with regard to an order can only be directed against AMFISOL BV. The other party explicitly waives its possibility to make an extra-contractual claim against directors and employees with whom AMFISOL BV has a contractual relationship, except in case of fraud or intent.

13. Warranty conditions Amfisol products A warranty will always be limited in term and scope to the warranty interventions obtained by the supplier.

PREAMBLE

Amfisol develops, manufactures and distributes a ground mounting system for photovoltaic solar panels.

APPLICABLE PRODUCT WARRANTY

Amfisol warrants its own distributed products or Amfisol products that are distributed by official dealers to be free from defects in material and workmanship. Natural deterioration - this is a change that has no effect on the functionality of the product - does not constitute a defect (e.g. change of colour, etc.).

The product warranty only applies on delivered Amfisol products in new state and does not apply on re-used or re-placed or second hand Amfisol products.

PRODUCT WARRANTY PERIOD

The term of the standard product warranty is 10 years starting from the date of delivery to the client. Under certain conditions, the warranty can be extended to 15, 20, or 25 years. For more information, click on the link.

REQUIREMENTS

-Installation must be performed by a professional installer in accordance with Amfisol design and installation instructions (link). A professional installer is a company that is familiar with the installation and maintenance of photovoltaic systems as part of its normal business operations.

-The photovoltaic modules used in combination with the Amfisol mounting structure must have the dimensions: width 1134 mm, length between 2000 mm and 2382 mm, height 25,30 or 35 mm.

-Installation must be placed on the ground, not on a roof or in water.

-Maintenance: yearly visual inspection

EXCLUSIONS

No warranty will be given 'in case of' or 'when the defects are the result of', including, but not limited to:

-third party interference or third party system components such as photovoltaic modules, cables, inverters, connectors or similar;

-the use of third party components that replace some Amfisol components

-overvoltage, lightning, flood, fire or similar events;

-extreme weather conditions that do not fall under the norms and standards that were taken into account by the design, ref. Amfisol certificates.

-vandalism, misuse, negligence, accident, vermin, or force majeure;

-improper installation or use; the use of damaged or defective parts

-use and handling, operation, storage or transport, by contamination or operation under unsuitable environmental conditions; -unusual chemical effects on the Amfisol products caused by cleaning products, herbicides, fertilisers, etc.;

-lack of proper maintenance;

-in case of unauthorized fitting, assembly, adjustments or repairs carried out by the client or third parties.

-in case the client has provided Amfisol with incorrect information, including, but not limited to, information relating to weather conditions, stability of the base, external influences, etc.

-in case of incorrect or incomplete compliance with Amfisol rules and instructions and, where applicable, failure to follow specific advice given by Amfisol;

THE PRODUCT WARRANTY PROCEDURE

-The product warranty may be enforced by the client by submitting a copy of the applicable invoice from Amfisol or an official dealer.

-The product warranty claim must be submitted based on a detailed description of the defect and pictures.

-Amfisol is entitled to assess the warranty claim.

-The client shall only be entitled to claim the warranty if it has fulfilled all its obligations towards Amfisol.

PRODUCT WARRANTY COMPENSATION

If an Amfisol product is found to be defect during the warranty period, the client must return the relevant product to Amfisols main address in Belgium.

Amfisol shall always have the option to (i) repair the object, (ii) replace (exchange) the object or (iii) credit (refund) the client for a proportional part of the net purchase price of the product mentioned on the invoice of the client. This proportional part of the net purchase price to be borne by Amfisol, or the percentage of the invoice for which Amfisol will credit the client, will be reduced linearly during the warranty period from 100% in the first year to 0% after the tenth year in case of the standard warranty. In case of extended warranty the linear reduction will be proportional to the term of the warranty.

The warranty does not cover costs for the removal, transport and reinstallation of the products or any loss of earnings. Amfisol shall not be liable for any additional, consequential or other damages however caused. Replaced defect materials become the property of Amfisol. The original warranty period will not be extended in case of replacement or repair.

14. All delivered goods / accessories remain the property of AMFISOL BV until the moment of full payment, including any outstanding interest or costs. In the event of non-payment, AMFISOL BV can have the goods / accessories collected at any time, at the expense and risk of the other party.

15. All designs and realizations remain the intellectual and artistic property of AMFISOL BV or of a company affiliated with AMFISOL BV and may not be produced or executed without agreement, neither in whole or in part.

The other party recognizes the intellectual property rights referred to in this article and will refrain from any infringement of these rights, on pain of an immediately due and payable compensation of € 25.000 (twenty five thousand euro) per infringement and € 100 (one hundred euro) per day that the violation continues, without prejudice to the right of AMFISOL BV to claim higher damages.

16. All invoices are payable in cash, unless otherwise agreed in writing, at the registered office of AMFISOL BV in Lille, Belgium. In the event of non-payment on the due date of the invoice, interest at 12% per year will run by operation of law and without notice of default until the date of effective payment. Compensation equal to 10% of the invoice amount stipulated between the parties is also due with a minimum of € 100,- (one hundred euro).

In the event of non-payment of one invoice on the due date, all invoices become immediately due and AMFISOL BV has the unconditional right to suspend its services until full payment of the amount due.

In such a case, any agreements made with regard to deadlines will lapse.

If the order consists of partial orders, AMFISOL BV reserves the right to suspend the execution of the next partial order in accordance with the above, until such time as the previous partial order has not been paid in full.

In the event of non-compliance with the payment obligation on the part of the other party, AMFISOL BV has the right to cancel undelivered orders or to suspend their execution, without the right to compensation on the part of the other party.

The foregoing does not affect the right of AMFISOL BV to recover from the other party the damage suffered in the form of the loss of profit and all other costs caused by lack of or delay in payment.

All this without prejudice to the right of AMFISOL BV to unilaterally dissolve the agreement concluded between the parties to the detriment of the other party due to breach of contract.

17. The other party has the right, if AMFISOL BV has not yet ordered goods or parts from a third party, to cancel the order, subject to payment of a compensation which is determined at a fixed rate at, at the discretion of AMFISOL BV, either the advance already paid, or 10% of the total contract price excluding VAT. However, AMFISOL BV reserves the right to claim a higher compensation if there is reason to do so. A similar fee is payable by AMFISOL BV if it cancels, terminates the agreement or if it could not be executed due to its fault.

If parts or goods have already been ordered from a third party for the order, the total contract price is due as compensation in the event of cancellation or termination of the agreement by the other party.

18. Neither party shall be liable for delay or failure in the performance of the obligations, if such delay or failure has arisen due to force majeure. Force majeure is understood to mean the situation in which the performance of the agreement by one of the parties is wholly or partially, temporarily or otherwise, prevented by circumstances beyond the control of that party. The following non-exhaustive list of examples are in any case considered as cases of force majeure: strike or lock-out, lockdown, fire, riot, war, epidemic, pandemic, electrical, IT, internet or telecommunications failures, decisions or interventions by the government, errors or delays attributable to third parties, storage breakage as a result of the aforementioned examples of force majeure.

In the event of force majeure, the obligations of the party in question will be suspended and the other party will be informed of this in writing as soon as possible. In such case, the parties will use all reasonable efforts to limit the consequences of a force majeure event. In the event that the force majeure lasts longer than three months, the other party is entitled to terminate the agreement without the party invoking force majeure being obliged to pay any compensation to the other party.

19. The other party gives AMFISOL BV permission to keep its contact details (name, address, telephone number, mobile phone number and e-mail address) confidential. AMFISOL BV has the right to send mailings, newsletters and invitations to the other party by post, by e-mail or through other communication channels. The personal data of the other party will be treated confidentially by AMFISOL BV and will be stored and processed for a period that is necessary in function of the purposes of the processing or to comply with the legal obligations.

20. The possible nullity of one of these general terms and conditions does not affect the validity of the others.

21. Only the courts of Antwerp, Belgium (Turnhout division), have jurisdiction to hear disputes and claims at first instance. Belgian law applies.