

General Terms and Conditions of Sale and Delivery

The following terms and conditions of sale and delivery shall apply to all deliveries from DanSolar® ApS – hereinafter referred to as DS. The general terms and conditions of sale and delivery shall apply unless otherwise agreed in writing between DS and the purchaser.

1. Quotations and Contract Formation

Quotations shall be valid for 14 days from the date of the quotation unless otherwise agreed.

Order confirmations issued by DS shall be checked by the purchaser. Any objections to a stated condition in the order confirmation, including prices, quality specifications, quantities and dimensions etc., shall be communicated to DS in writing immediately. Otherwise, order confirmations shall be deemed approved and thus binding for the transaction. Cancellation or amendment of an order may only take place with the seller's written approval.

We reserve the right for printing errors, price changes, exchange rate changes, sold-out goods as well as changed specifications in products etc.

Stated delivery times must be regarded as indicative.

Only orders for which there is a written order confirmation from DS shall be binding on DS and on the terms contained in the order confirmation.

2. Prices

The prices stated in quotations and order confirmations are, unless otherwise stated, quoted in DKK exclusive of the applicable VAT rate at any time. Goods to be delivered shall be subject to a freight or shipping charge.

We reserve the right for price increases, price errors and typing errors, including changes in exchange rates, customs duties, freight, purchase prices or other circumstances beyond the seller's control.

3. Delivery Time

Upon order placement, the expected delivery time shall be communicated.

Should these delivery times unexpectedly not be met, the customer shall, to the extent possible for DS, be advised by email or telephone. Delay in delivery shall not entitle the purchaser to cancel the purchase.

DS draws attention to the fact that there may be delivery times on parts of the product range, as DS itself imports products directly from foreign suppliers. DS shall inform the customer of the expected delivery time if the goods are not in stock.

Delivery address shall be provided upon order placement. For container sales, the purchaser should expect a delivery time of 8-9 weeks.

4. Delivery

Goods shall be delivered – unless otherwise agreed - by lorry. DS is never aware of the type (rigid lorry/trailer or tractor unit). If the customer has a driveway/access road of such nature that delivery on e.g. rigid lorry or smaller transports with lift is required, this must be communicated in advance. Otherwise, the customer shall pay additional costs in connection with re-delivery.

In case of snow, the customer must, before receipt, ensure that the driveway/access road as well as the unloading area are cleared, so that the freight carrier can reach and deposit the goods safely. In cases where the freight carrier, due to inadequate snow clearing, must drive in vain and cannot deliver the goods safely, the customer shall pay additional costs in connection with re-delivery.

Goods shall be delivered between 8 AM and 4 PM on the delivery day.

5. Terms of Payment

Where nothing else is agreed, the order shall be paid upon receipt. DS payment terms shall likewise be stated on the invoice.

After expiry of the credit period, default interest shall be calculated at the Interest Act's default interest rate (currently 2% per commenced month) on the overdue amount. Should the customer not pay the full amount in time, DS shall be entitled to charge a reminder fee of DKK 100 per reminder letter.

The purchaser's obligation to pay in time shall persist even if the purchaser makes a complaint. Set-off against the payment may not be made without DS's acceptance of the counter-claim.

Should the customer have objections to a submitted invoice, this must be done no later than five working days after the invoice date.

6. Retention of Title

DS reserves title to the sold goods until the entire purchase sum with any interest and costs has been paid.

7. Installation

Unless otherwise agreed separately in the quotation, installation of the solar panel system is not included in the delivery.

8. Reservations etc.

DS reserves the right for writing/spelling errors and deficiencies in quotation and brochure material.

The quotation has been submitted on the basis of a number of standard assumptions:

Unless otherwise stated, mounting systems shall be delivered according to standard setup/placement of solar panels on the roof surface according to DS's own calculations. Prerequisites for standard setup may be obtained from DanSolar.

Should the customer wish a setup different from the standard, this must be communicated no later than 2 working days before delivery. As a result of changed setup, the customer must approve the change in price of the mounting system before goods are dispatched.

DS reserves the right for the natural nuance differences that may arise when establishing a solar panel system.

9. Defective and Deficient Products

Visible defects and deficiencies: All products must be checked by the customer for defects and deficiencies upon delivery. If the packaging shows signs of damage upon receipt, the package/pallet must be opened in the presence of the freight carrier. Receipt acknowledgement without reservation or remark constitutes acceptance that the goods are without visible defects or deficiencies.

Should the customer discover during this inspection that the product is afflicted with defects or deficiencies, the customer must immediately, and no later than five working days after receipt, contact DS regarding the defective and/or deficient products. Should the customer not comply with this deadline, the customer cannot invoke the said defects and deficiencies.

For hidden defects and deficiencies, the customer must immediately and no later than five working days after discovery of any hidden defects and deficiencies notify DS thereof. Should the customer not comply with this deadline, the customer cannot invoke the said defects and deficiencies.

10. Returns

Returns may only take place after closer agreement with DS. Specially manufactured products or products obtained specially and which are not normally in DS's product range shall not be accepted for return. Following prior agreement with DS, undamaged goods shall be credited with a deduction of 15%. Invoice number must be provided by the customer upon return.

11. Complaints

Complaints not falling under the applicable warranty must be made within reasonable time after the purchaser has discovered the deficiency, and the purchaser must attach proper documentation for the deficiency.

A complaint shall not entitle to cancellation of the order or withholding of payment. DS reserves the right to make remedial action or re-delivery at its own choice.

The purchaser shall return the deficient part to DS with the logistics partner designated by DS. Should DS offer repair of the deficient part, the purchaser shall send the part to DS with the freight company designated by DS.

For approved complaints, DS shall be responsible for bearing costs associated with transport within Denmark's borders, of the defective, repaired, replaced or additional goods to and from the customer.

Any disassembly and reassembly work and costs shall be the purchaser's responsibility. DS thus bears transport costs exclusively.

Should a complaint be approved, the purchaser shall only have claim to compensation according to the goods' present value. Any other claim, such as compensation for lost earnings, lost wages, penalty charges etc. is no concern of DS.

12. Back Orders

Should DS have received payment for goods which prove to be discontinued or on back order, the customer may choose to let the purchase be reversed and receive a refund, or choose an alternative product at a corresponding price.

13. Warranty

Various warranties are provided on solar panels from DS. Reference is made to each individual product's data sheet. All solar panels from DS must be earthed for the sake of the panels' lifespan. If the panels are not earthed, the warranty shall not cover.

Generally, DS's own warranties cover in accordance with the EMC directive for electronic apparatus as well as warranty obligations in accordance with the Consumer Contracts Act. DanSolar furthermore passes on factory warranties from DS's suppliers. Should the suppliers' warranty obligations extend beyond the above DS warranties and thus Danish legislation's framework, DS shall assist in demanding these fulfilled.

To maintain the solar panels' performance warranty, a bi-directional meter installed on the AC side of a recognised make is required.

With regard to inverters and mounting systems respectively, reference is made to the warranties prescribed by the individual manufacturers.

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All software delivered with inverter is at own responsibility and own risk. DS does not cover arising errors that have occurred through use of the software – regardless of error type.

Damage that may have arisen under extraordinary operating conditions is not covered by the warranty, just as the seller cannot be held liable for operational losses etc. either directly or indirectly in such situations.

14. Product Liability

DS is only liable for personal injury if it can be proven that the damage is due to errors or negligence committed by DS or others for whom DS is responsible. DS is liable for property damage to movable property, caused by products purchased via DS, whilst the material is in the purchaser's possession. DS is not liable for damage to products manufactured by the purchaser, or to products in which these are incorporated. DS shall in no case be liable for operational losses, lost earnings, time loss, profit loss or other indirect loss.

15. Limitation of Liability

Compensation claims against DS cannot exceed the contract performance/invoice amount for the delivery made. DS is in no case liable for operational losses, lost earnings, time loss, profit loss or other indirect loss. DS is under no circumstances liable for damage to real property or movable property, including products manufactured by the purchaser. Changes or interference with the purchased goods without DS's written consent shall release DS from any obligation. DanSolar's policy has a maximum coverage of DKK 10 million.

16. Force Majeure

Should timely delivery be delayed or excluded as a result of unforeseen circumstances over which DS has no control, including e.g. war, mobilisation, import prohibitions, fire, strike, lockout, labour disputes, natural disasters, delayed or deficient delivery from DS's sub-suppliers, prolonged failure of energy supply and similar, the delivery time shall be postponed correspondingly in calendar days and DS cannot be held liable therefor.

17. Jurisdiction

In case of any disputes, the court in Aarhus shall have jurisdiction.

Maj 2022

