

# Terms and Conditions

## SCOPE & PARTS

These terms and conditions ("Terms and Conditions") are applicable to the agreements signed between SolarNRG 2019 SL with C.I.F. number B42664235 and with registered office in Altea, Alicante, Carretera Nacional 332 Partida CapBlanch 70-8 – 03590, registered in the Mercantile Registry of Alicante ("SolarNRG"), and the private client ("Customer") in relation to the acquisition and installation of a complete Solar System ("Solar System").

## PRIVACY

SolarNRG processes your personal data in accordance with current legal and regulatory requirements and measures taken by public authorities. Please see our privacy policy for a more detailed description of how SolarNRG treats your personal data.

## BEFORE THE INSTALLACION

### PRICES

#### 1. What determines the price?

- 1.1. The price offered by SolarNRG in the purchase contract will be the final price of the Solar System, provided that the general price considerations included in these Terms and Conditions are valid and that the assumptions or information relating to the property or real estate of the Customer are accurate
- 1.2. If the installation does not meet the general price considerations, the price of the Solar System will be increased or decreased accordingly. Where appropriate, the Customer will be informed of such changes. If the price increases by more than 5% before installation begins, this purchase agreement may be terminated within 14 days without penalty. However, if there is no change in the price or if the price increases by less than 5%, if you cancel this purchase contract you will have to pay a penalty of 600 EUR.

#### 2. What does the price include?

- 2.1. The applicable prices and rates are included in the purchase contract between SolarNRG and the Private Customer. The applicable prices and rates always include the installation of the Solar System that meets the conditions of the general price assumptions, including all materials, labor, electricity, permits and start-up, unless otherwise established in the contract. purchase or in these Terms and Conditions.
- 2.2. The prices never include costs or expenses related to the local needs of the owners of the public network, in accordance with the legislation in force at that time, including for example the change of the electric meter or applications for building or construction permits if required, by local or national authorities. The prices also exclude the costs of the building permit that each municipality requires for installation.
- 2.3. Campaigns and discounts cannot be combined or applied retroactively after the date of signing the contract.

#### 3. General pricing assumptions

- 3.1. Prices are based on an installation carried out under normal and regular conditions, including the following assumptions:
- 3.2. The building in which the Solar System is going to be installed is prepared for it (the current electrical installation is in order and the place where the panels are going to be installed is prepared for it). If adjustments/preparations are necessary, these will be carried out within a maximum period of two months after the signing of the purchase agreement between SolarNRG and the Customer. Please note that the actual installation date may be later than that date for reasons described below.
- 3.3. The inverter is installed and connected to electrical energy in the same building as the Solar System, in the same room as the distribution box or electrical circuit or in an adjacent room, with a maximum cable length of 10 meters. If another location is mutually agreed upon after the order is signed, this may result in an additional charge.
- 3.4. The price does not include hidden cables, neither inside nor outside.
- 3.5. Unless otherwise indicated, the price does not include the use of optimizers.
- 3.6. Existing cable tubes will only be used if it is convenient and suitable for the equipment used in the project.
- 3.7. The public and home networks comply with current regulatory requirements, are duly registered and have sufficient capacity and quality to be able to connect the Solar System without the need for additional improvements or adjustments.
- 3.8. The electrical panel meets current regulatory requirements and has sufficient space.
- 3.9. The main fuse, the electrical circuit and the subcircuit have sufficient dimensions.
- 3.10. The installation is carried out in the same building where the electrical panel is located. In those cases in which the installation is carried out in another building, additional costs may be incurred due to the need for additional wiring and/or subcircuit.
- 3.11. The roof is in adequate and waterproof conditions, it has a solid structure suitable for mounting and securing the solar panels. In the event that the roof or property is in a condition that does not allow the Solar System to be safely

installed without major repairs or structural work, SolarNRG has the right to suspend the project without assuming any liability and charge the Customer for any expenses incurred.

- 3.12. The roof is not slate or covered with vegetation. Installation on slate or vegetated roofs may be offered and quoted, if available.
- 3.13. Inlay panel installations, if offered, will be charged separately and the price will include removal of shingles and other roofing in the designated panel area. In case of installation on a new roof, it must have battens already installed and assembled.
- 3.14. Specialty roofs, such as those with materials containing asbestos, will be charged separately. SolarNRG reserves the right to cancel and suspend projects, at no cost, on roofs where asbestos is present in the materials.

#### 4. Credit Approval

- 4.1. SolarNRG may carry out a credit check on Customer, the offer being subject to Customer approval.
- 4.2. SolarNRG may require Customer to prepay for installation or to provide sufficient guarantees of full payment on the Contract.

#### 5. Subsidies

- 5.1. SolarNRG is not responsible for the application or approval of national or local grants or Customer assistance plans.
- 5.2. All prices are gross and net of subsidies, the Customer will always be responsible for payment of the gross price at the time of Delivery of the Solar System.

#### 6. Information provided by the Customer

- 6.1. The price of the Solar System is based on the information provided to SolarNRG by the Customer. By signing SolarNRG's offer, the Customer confirms that the information provided is correct (including, but not limited to, information on the physical condition of the roof, roof material, electrical network and electrical cabinet). If the information provided is incorrect or misleading, SolarNRG will have the right to adjust the prices and applicable rates accordingly, or to suspend the project without assuming any liability to the Customer.
- 6.2. The Customer will provide SolarNRG and its partners with all relevant information necessary for the installation of the Solar System. The increase in costs derived from deficient information provided by the Customers will be fully invoiced to them. Deficient information means, among other things, incorrect or misleading information regarding the technical conditions of the Customer's property.
- 6.3. If the Customer provides erroneous information, the Solar System installation will be re-quoted and completed.

#### 7. Permits and approvals

- 7.1. The Customer, with the assistance of SolarNRG, will be responsible for obtaining the necessary permits and approvals from the relevant authorities prior to the installation of the Solar System, including, where applicable, the relevant verification of any restrictions or limitations derived from the General Urban Planning Plan, municipal ordinances, historical heritage, and any other national or local restrictions that may be applicable in this matter. Such approvals may also include building permits from the city or municipality, electricity supply and connection agreements with the local grid owner, and, where applicable and if permitted, surplus electricity purchase and sale agreements with the electricity supplier from the Customer.
- 7.2. SolarNRG is not responsible for the permitting processes on behalf of the Customer. SolarNRG reserves the right to provide information and assistance to the Customer at its sole discretion to, where appropriate, assist in the permitting process.

#### 8. Installer Selection

- 8.1. SolarNRG works with subcontractors in the engineering, installation and delivery of the Solar System. The Customer approves the use of subcontractors to carry out the delivery.
- 8.2. SolarNRG selects installation partners and subcontractors individually for each project, taking into account costs, delivery times and other factors it deems

appropriate. The Customer agrees that SolarNRG selects subcontractors for engineering, installation and delivery work in its sole discretion.

## 9. Project engineering

- 9.1. SolarNRG subcontractors and installation partners perform the engineering and planning of the Solar System, including final equipment and component selection and electrical and mechanical design. Project engineering is based on information provided by the Customer, such as the address of their home, uploaded photographs and information regarding the roof material.
- 9.2. SolarNRG's installation partner determines the suitability of the placement of the solar panels, as proposed by SolarNRG and the Customer, and may make such modifications to the placement of the panels as it deems necessary to carry out the installation, in accordance with the requirements security or the requirements and limitations of the owner of the local network.
- 9.3. The installer can propose changes to the installation to achieve the desired performance. These changes may include modifications to the placement of the panels, the number of panels or the incorporation of optimizers in one or more solar panels.
- 9.4. The installer will always plan the layout and certain safety limits of the Solar System. These limitations, among other things, ensure that snow and wind load requirements are met, that snow barriers can be installed where necessary, and that water can be transported efficiently.
- 9.5. In regions where this is relevant, the Customer is responsible for installing snow barriers. If desired, snow barriers can be installed at least 14 days prior to your installation date for an additional fee depending on availability. Snow barriers are not included in the offer price.
- 9.6. The Customer who wishes that the structure of the system does not comply with the security parameters established by the installation partners must confirm this in writing, being aware that this may lead to the loss of guarantees in the installation.
- 9.7. Changes may be made to the materials and equipment provided for the installation if necessary for supply chain reasons, lack of availability, or lack of suitability of the initially suggested equipment. SolarNRG will notify the Customer if the solar panels or inverters planned for the installation must be changed.

## 10. Installation date and duration

- 10.1. SolarNRG will provide the Customer with an estimated time to carry out the installation and its duration after signing the contract.
- 10.2. The actual installation date will be set by the installer during the project planning phase and communicated to the Customer subsequently. The installation date may be modified, among other things, due to issues related to the timing of regulatory approvals or supply chain limitations.
- 10.3. Installation of solar panels and inverters typically takes between 2 and 5 business days, depending on the size of the project. Some installations may require more time. However, the entire process, including regulatory and/or utility approvals and electrical work, typically takes approximately 6 to 12 weeks. Installation duration depends on season, weather conditions, system size and other local conditions. SolarNRG is not responsible for installation times longer than expected.
- 10.4. Installation can be done in several phases.

## 11. Improvements and additional orders

- 11.1. Any additional or improvement request that the Customer wishes to make must be communicated in sufficient time before the installation begins. SolarNRG reserves the right to deny such additional or upgrade orders if the installation has already been planned or if any restrictions in SolarNRG's supply chain do not allow such upgrades.
- 11.2. Any additional or improvement order desired by the Customer that is made after a time that makes it difficult for SolarNRG to carry it out, may entail additional costs. The Customer has the right to approve such additional expenses, or to cancel the additional or improvement order. Such cancellation does not affect the Customer's responsibility with respect to the originally planned purchase.

## DURING THE INSTALLATION

### 12. Access to the Customers property

- 12.1. The Customer will ensure that SolarNRG and its installation partners (such as installers, electricians and other subcontractors) have unimpeded access to Customer's property for the purpose of installing the Solar System.
- 12.2. SolarNRG and its installation partners will have unhindered access to water, electrical and sanitary facilities for the purpose of installing the Solar System.
- 12.3. The Customer shall remove any removable obstacles and provide such snow clearance and similar measures as may be necessary to permit access to Customer's property and performance of the facility.
- 12.4. There should be no obstacles that limit or complicate easy access to the roof, such as pergolas, winter gardens or similar.

- 12.5. Increased costs as a result of limited access to the Customer's property, electricity or water will be billed in full to the Customer.

## 13. No interference

- 13.1. The Customer must ensure that no visitor, family member or pet interferes with the installation staff, or accesses the areas where the installation is being carried out.
- 13.2. No part of the work or installation may be performed by the Customer or any contractor whom the Customer employs independently and on their own initiative without the prior written approval of SolarNRG or its installation partners.
- 13.3. SolarNRG does not offer any compensation or discount to Customer for any work performed or contracted by Customer on its own initiative. Such work will result in the loss of all warranties relating to the Solar System.

## 14. Settings and configuration

- 14.1. Adjustments to size (e.g. number of panels) and configuration (e.g. panel type, optimizers, inverter) may occur if special roof circumstances require a reduction in the area covered by the solar panels.
- 14.2. Changes to the material and equipment made available for the installation can take place if this is necessary to enable adjustments to the installation on site. The Customer agrees that such changes shall not be considered a defect or an incorrect delivery.
- 14.3. Our goal is to identify any need for changes before installing the Solar System; However, sometimes minor changes may occur during the installation work, with the price being reduced or increased accordingly. Such changes will be notified to the Customer, who must approve any price variation that exceeds 5%.

## AFTER THE INSTALLATION

### 15. Delivery and commissioning

- 15.1. The Delivery of the Solar System is understood as the installation of all the equipment and the verification of its correct functioning.
- 15.2. The Customer is responsible for ensuring that the electrical network of its facilities is working at the time of Delivery.
- 15.3. The Customer must inform SolarNRG as soon as possible and without unnecessary delay if the Customer does not accept the Solar System as delivered.
- 15.4. The commissioning of the Solar System, including the commissioning of energy production, is carried out after approval by the local authorities as well as the owner of the local network.
- 15.5. In some cases, commissioning may not be possible at the time of delivery due to requirements of local authorities or network owners.
- 15.6. Some grid owners require that the Customer's electricity meter be changed prior to commissioning of the Solar System. SolarNRG is not responsible for delays in Solar System energy production caused by the grid owner changing the electric meter.

### 16. Documentation and Completion

- 16.1. SolarNRG will provide the Customer with Solar System documentation. The documentation will be provided in electronic format and will include product technical sheets and user manuals.
- 16.2. SolarNRG's installation partners will provide compliance documentation. SolarNRG will send compliance documentation to Customer whenever possible. Please note that it is the responsibility of the partners.
- 16.3. The Solar System will be considered finished after commissioning and delivery of the documentation. The Customer agrees that the Solar System is complete when commissioning is carried out and documentation is provided.

### 17. Billing & Payment

- 17.1. SolarNRG will send an invoice to the Customer upon delivery of the Solar System by the installer. The Customer must pay the invoice within 15 days from receipt of the invoice. In the event of late payment, the Customer must pay late payment interest in accordance with applicable legislation.
- 17.2. For the reasons explained above, the Solar System may be completed after SolarNRG issues its invoice, in which case the invoice must be paid in full by the established payment date. Please note that the payment due date may be prior to commissioning and completion of the Solar System installation.

### 18. Dato and tracking

- 18.1. The connection of the Solar System to the Internet requires that the Customer has Wi-Fi coverage in the place where the inverter is installed and that the installer has the name and password of the Wi-Fi network during the installation.
- 18.2. In cases where sufficient WIFI coverage and signal quality are not available, the Customers are responsible for ensuring and establishing the Solar System's Internet connection. Please note that not all inverters can connect to the Internet by means other than through the WIFI network.

- 18.3. It is the Customer's responsibility that the Internet connection is working and that the inverter(s) are set with the correct password. SolarNRG or SolarNRG installation partners are not responsible for troubleshooting Internet connection issues.
- 18.4. SolarNRG will assist the Customer in registering the Solar System on the inverter manufacturer's Internet portal. The collection, storage and use of data on the manufacturer's portal is subject to the terms and conditions established by the corresponding manufacturer, and is a matter that is exclusively the responsibility of the manufacturer and the Customer. The Customer must expressly notify if they do not want the Solar System to be registered on the inverter manufacturer's Internet portal.
- 18.5. SolarNRG has the right to collect, store and use Solar System production data at its sole discretion. Sometimes this data may include personal data. Please see our privacy policy for a more detailed description of how SolarNRG processes personal data.
- 18.6. SolarNRG configure the inverter manufacturer portal according to the specifications provided. SolarNRG does not guarantee that data integration in the inverter portal works at all times.
- 18.7. The Customer grants SolarNRG the right to register the Solar System, including the installation address, on the Internet portal of the inverter manufacturer, and to access, download and store the data available on the Internet portal of the Customer's Solar System . The Customer also grants the inverter manufacturer the right to share with SolarNRG the data available on its Internet portal.
- 18.8. Solar Systems sold with optimizers do not include performance monitoring at the panel level unless the supplier of the optimizers is the same brand as the inverter.

## 19. Notification to the Customers insurer

The Customer is responsible for notifying the insurance company of the installation of the Solar System on Customer's property.

## 20. System conditions

- 20.1. The Solar System is balanced between the rated DC power of the solar panels and the AC power of the inverter.
- 20.2. The system size and declared power refer to the rated DC power of the solar panels.
- 20.3. The installer will, as part of the project, evaluate the optimal inverter for the project. As most inverters are most efficient at high utilization, in many cases the inverter will be slightly smaller in size than the DC power rating of all solar panels combined. This is done to optimize the system's annual energy production, and may result in demand reductions for the Solar System's energy production on particularly sunny days.
- 20.4. Solar System Noise occurs due to the cooling fans and/or switching components of the solar inverters.

## 21. Sales of excess electricity

The Customer is the owner of the energy produced by the Solar System. SolarNRG is not responsible for sales of excess electricity.

## 22. Marketing y social networks

The Customer grants SolarNRG the right to freely use images of Customer's property, the Solar System and the installation process in its marketing activities, including social media coverage.

## GUARANTEE

### 23. Guarantees for installation work

- 23.1. SolarNRG offers a 2 year warranty on the mounting and cables used in the installation and standard manufacturer warranties on the products as indicated in the quote/order.
- 23.2. Any damage caused by SolarNRG or SolarNRG installation partners within the warranty period will be repaired and/or compensated in accordance with these Terms and Conditions.
- 23.3. The Customer is responsible for notifying SolarNRG of any damage as soon as possible and within a reasonable time, and for doing everything possible to minimize the consequences of the damage. Damage due to Customer's failure to notify SolarNRG within a reasonable time is not covered by installation warranties.
- 23.4. The warranty period begins at the time of delivery of the Solar System.
- 23.5. Any work performed by Customer or a third party that interferes with work performed by SolarNRG or SolarNRG's installation partner during the installation warranty period will result in voiding such warranty.

### 24. Product warranties

- 24.1. SolarNRG offers a 2 year warranty on the mounting and cables used in the installation and standard manufacturer warranties on the products as indicated in the quote/order.

- 24.2. During the product warranty period, SolarNRG warrants that the above-mentioned products perform as intended and are free from any manufacturing defects.
- 24.3. Any product that is defective or fails to function properly during its warranty period will be replaced or repaired at SolarNRG's discretion.
- 24.4. The product warranty offered by SolarNRG covers the direct and necessary costs for the repair or replacement of the defective or malfunctioning product.
- 24.5. The Customer is responsible for any direct costs incurred by SolarNRG in the event of an erroneous warranty claim by Customer.
- 24.6. The warranty period begins on the date of delivery of the Solar System.
- 24.7. Any work or interference in the Solar System caused by the Customer or a third party during the product warranty period will result in voiding the warranty.
- 24.8. Any product warranty given directly by the manufacturer that exceeds SolarNRG's product warranty will be a matter solely between the Customer and the manufacturer. Please note that such extended warranties may require the Customer to register the products in accordance with the manufacturer's procedures.

## 25. Performance guarantees

- 25.1. SolarNRG guarantees that the Solar System has the specified DC system power rating, but does not make any guarantees on the energy production.
- 25.2. SolarNRG's estimated energy production is based on system power and available databases for solar insolation, climate data and provided installation site information. Actual energy production will vary over time and may be affected by local climate variations, shading from vegetation, surrounding buildings or site characteristics. Any shadows from building elements, nearby buildings, vegetation or the like are not included in the estimates.
- 25.3. All products are susceptible to wear and tear, which can result in reduced energy efficiency and production over time. Reductions in power output caused by normal wear and tear are expected to occur or be within the maximum degradation data provided by the manufacturer.
- 25.4. Any production guarantee given directly by the manufacturer is a matter between the Customer and the manufacturer. Please note that such production warranties may require Customer to register products in accordance with the manufacturer's procedures.

## DAMAGES AND COMPENSATION

### DAMAGES

#### 26. Damage to the Customers's property.

- 26.1. SolarNRG undertakes to properly respect the Customer's general property and possessions during the installation of the Solar System. SolarNRG undertakes to compensate for damages caused by its negligence or that of its installation partners.
- 26.2. Shingle breaks, dents or scratches in roofing materials, minor impacts to customer property due to normal installation activities, penetration of rafters with nails or screws, and/or changes in the water or snow transport properties of the roof may occur. roof and is not considered damage to the Customers's property.
- 26.3. In the case of metal sheets on the roof, there is a risk of dents and therefore loss of the product warranty. SolarNRG is not responsible for damage caused by loss of warranty or dents on the plates.
- 26.4. The Customer is responsible for the safe transportation of the snow.

#### 27. Damage to public or external property

SolarNRG is not responsible for any damage to public property or third parties caused by the Solar System or its consequences, unless such damage is caused by the errors or negligence of SolarNRG or its installation partners.

#### 28. Limited liability

- 28.1. SolarNRG or its installation partners are not responsible for damage to the Customer property caused by the Customer negligence or violation of these terms and conditions.
- 28.2. SolarNRG and its installation partners are not responsible for injuries caused by unauthorized third parties accessing the installation site or areas where installation is performed.

#### 29. Damage repair

- 29.1. Damage or malfunction caused by SolarNRG or SolarNRG's installation partners and subcontractors, for which SolarNRG is responsible, will be repaired or replaced by SolarNRG at its sole discretion.
- 29.2. The Customer is responsible for notifying SolarNRG of any damage or malfunctions as soon as possible. SolarNRG is not responsible for any repair or replacement for damages that have not been notified within a reasonable period of time after the Customer became aware - or should have been aware - of them.

29.3. SolarNRG undertakes to repair or replace defective equipment or damage caused during installation as soon as possible and within a reasonable period after Customer has notified SolarNRG thereof.

## **COMPENSATIONS**

### **30. Direct losses**

30.1. SolarNRG is responsible for direct losses incurred by the Customer due to delivery delays and installation defects. Direct losses shall mean necessary and documented additional expenses incurred by the Customer as a result of delivery delays and installation defects.

30.2. SolarNRG is not responsible for direct losses if the defect or delay was caused by circumstances beyond its control, and if SolarNRG could not reasonably avoid or alleviate the consequences thereof.

### **31. Indirect losses**

SolarNRG is not responsible for indirect losses incurred by consumers or business Customers as a result of delivery delays and defects in installation, unless the loss is due to gross negligence or wilful misconduct on the part of SolarNRG. Indirect loss means, among other things, the loss of profits as a result of the Solar System not being available for use as expected.

### **32. Production losses**

Loss of production can occur in the event of downtime or malfunction of the Solar System or in the event of power grid outages or errors. SolarNRG has no responsibility to compensate the Customer for any production loss beyond its control, including errors caused by the public and/or local grid..

### **33. Disclaimer**

33.1. The Solar System is not the Customer's primary source of electricity. Therefore, SolarNRG is not responsible for losses caused directly or indirectly by electricity outages. When grid power goes out, SolarNRG must turn off the Solar System.

33.2. Any work in the Solar System must be carried out by authorized personnel. Therefore, SolarNRG is not responsible for losses caused directly or indirectly as a result of, among other things, repairs and maintenance work carried out by unauthorized personnel.

## **RESOLUTION AND DISPUTES**

### **RESOLUTION**

#### **34. Cancellation and resolution by the Customer**

34.1. The Customer may terminate the contract without charge within 14 days following the date of signing the purchase contract.

34.2. After signing the purchase contract SolarNRG can change the size of the Solar System, the number of panels, or make other necessary changes depending on the characteristics and particularities of your roof. Therefore, it is not possible to determine the exact installation price in advance, and the price of the Solar System may vary as a result of such changes. In the event of a price increase of more than 5% compared to the original contract price, the Customer can accept the revised contract or cancel it without charge.

34.3. After 14 days, but before the agreed start date, and if there is no variation in the price of more than 5%, the Customer may cancel the installation upon payment of a cancellation fee of EUR 600. The Customer will not have the right of withdrawal under article 103.c) of the Consumer Law, since the purchase contract implies the supply of goods made according to the Customer's specifications (own house and roof), and which are clearly personalized.

34.4. Cancellation by the Customer must be made in writing using the SolarNRG cancellation form, which will be provided upon request.

34.5. In the event that the Customer terminates the contract after the agreed start date, the Customer will pay for the work performed and expenses incurred that are not covered by the cancellation fee of EUR 600.

34.6. Insufficient financing for the Customer does not affect SolarNRG's right to cancellation fees.

#### **35. Cancellation and termination by SolarNRG**

35.1. SolarNRG may cancel or suspend the installation without charge to SolarNRG if the Customer, within 30 days of signing the contract, has not provided the necessary information to SolarNRG or SolarNRG's installation partners for the installation to be carried out. In this case, SolarNRG may invoice the Customer a termination fee of 5% of the contracted installation price.

35.2. SolarNRG may cancel or suspend the installation at no charge to SolarNRG if the installation cannot be completed due to circumstances beyond SolarNRG's control, such as lack of approval by local authorities or changes in national regulatory requirements.

35.3. SolarNRG may cancel or suspend the installation without charge to SolarNRG if the installation cannot be completed within a reasonable time due to delays caused by the Customer or third parties contracted by the Customer, such as if the building is not ready, not there is electricity at the site, or similar circumstances.

35.4. SolarNRG may cancel or suspend installation free of charge if Customer has provided SolarNRG or its installation partners with incorrect information, in which case Customer will bear the costs of any work performed that cannot be undone.

35.5. SolarNRG may cancel or suspend installation at no charge to SolarNRG due to local conditions that significantly complicate installation or may result in significantly increased costs.

35.6. SolarNRG may, at any time, delay or cancel the agreement without charge to SolarNRG due to supply chain restrictions.

### **36. DISPUTES**

Disputes between the Customer and SolarNRG must be resolved amicably. If this is not possible, each of the parties may submit the dispute to the courts of the city of Alicante..