

GENERAL TERMS AND CONDITIONS

Article 1 - Definitions

1. Patrick Gofre Zonnemakelaar, established in Warns under Chamber of Commerce number 01165758.
2. Customer: client or buyer who has entered into an agreement with Patrick Gofre Zonnemakelaar.
3. Parties: Patrick Gofre Zonnemakelaar and Client together.
4. Consumer: a number of provisions in these General Terms and Conditions only supervise the situation in which the buyer is a natural person who does not act in the course of a profession or business. In those provisions, this party is referred to as a Consumer.
5. Product: solar panels in the broadest sense of the word (including used solar panels), including inverters, charge controllers, batteries, data loggers, cabling, mounting material, as specified in the Agreement, including the 'Do-it-yourself'-package' and consultancy work.
6. Installation: if the parties have agreed to assemble and connect the Product, in such a way that it can achieve a good yield under the given circumstances.
7. Expected production: the expected production of electricity as described in the Agreement, which the Product will be able to generate.

Article 2 - Applicability of General Terms and Conditions

1. These Conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Patrick Gofre Zonnemakelaar.
2. Parties can only deviate from these conditions if they have expressly agreed in writing and then only for the Agreement for which these amended agreements have been made.
3. Parties explicitly exclude the applicability of additional and / or deviating general terms and conditions from the Client or from third parties.
4. If one or more of these conditions are void or should be destroyed, the other provisions of these conditions will continue to apply to the Agreement.

Article 3 - Offers and quotations

1. Offers and quotations from Patrick Gofre Zonnemakelaar are without obligation and based on the information provided with the application. If, in addition to or deviation from the information provided by the Client, circumstances still arise or appear to hinder the execution or duration of the assignment, Patrick Gofre Zonnemakelaar can limit, extend or terminate the assignment.
2. An offer or quotation is valid for a maximum of one week, unless a different acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable term, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeat orders, unless the parties have explicitly agreed in writing.
5. Due to force majeure, it may be necessary to adjust this offer and the terms agreed therein. Patrick Gofre Zonnemakelaar is not liable for exceeding agreed terms and delivery dates as a result. Force majeure is in any case considered to be the untimely availability of the necessary raw materials. Patrick Gofre Zonnemakelaar will always inform the Client about this in writing as soon as possible.

Article 4 - Acceptance

1. When accepting a non-binding offer or quotation, Patrick Gofre Zonnemakelaar reserves the right to withdraw the offer or quotation within three days after receipt of acceptance, without the customer being able to derive any rights from this.
2. Oral acceptance of the customer is only binding on Patrick Gofre Zonnemakelaar after the customer has confirmed this in writing (or electronically).

Article 5 - Agreement

1. Patrick Gofre Zonnemakelaar carries out the assignment given to her exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed or the manner in which the assignment has been carried out or not. The customer indemnifies Patrick Gofre Zonnemakelaar against claims from third parties in this respect.
2. The Agreement is only concluded when Patrick Gofre Zonnemakelaar has received and confirmed a quotation (including email) signed by the Client for acceptance.
3. The Agreement replaces all that has been discussed between Patrick Gofre Zonnemakelaar and Customer.
4. If legislative changes occur, or if explanations of legislation change significantly, as a result of which the concluded Agreement changes, all possible adverse consequences thereof will be at the risk of the Customer. Unless and insofar as this is explicitly agreed otherwise by further agreement.

Article 6 - Prices

1. All prices that Patrick Gofre Zonnemakelaar uses are in Euros, are exclusive of VAT and exclusive of any other costs such as administration costs, charges and travel, shipping or transport costs, unless expressly stated otherwise or agreed otherwise.
2. Patrick Gofre Zonnemakelaar can change all prices that Patrick Gofre Zonnemakelaar uses for its products or services at all times, on its website or that have been made known in any other way.
3. Increases in the cost prices of products or parts thereof, which Patrick Gofre Zonnemakelaar could not foresee at the time of making the offer or the conclusion of the agreement, may lead to price increases.
4. The Consumer has the right to dissolve an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation. This must be done within 10 working days after the price increase has been announced, by registered letter.

Article 7 - Payment

1. Payment by Customer must be made in Euros within 7 days of the invoice date to a bank account designated by Patrick Gofre Zonnemakelaar, unless expressly agreed otherwise in writing.
2. Patrick Gofre Zonnemakelaar will charge all amounts that the Client owes to Patrick Gofre Zonnemakelaar on the basis of the Delivery and Installation of the Product by means of an invoice.
3. Complaints do not suspend the payment obligation of the Customer.
4. The provisions under paragraph 2 do not apply to agreements with the Consumer.
5. Without the express permission of Patrick Gofre Zonnemakelaar, the Client is not permitted to set off his payment obligation to Patrick Gofre Zonnemakelaar with a claim of the Client on Patrick Gofre Zonnemakelaar, for whatever reason. This also applies if the Client applies for a (provisional) moratorium or is declared bankrupt.

6. The provisions under paragraph 5 do not apply to agreements with the Consumer.
7. Patrick Gofre Zonnemakelaar has the right to demand advance payment, cash payment or security/guarantee for payment from the Client at any time, whereby the Consumer may be asked to pay a maximum advance payment of 50% of the purchase amount, unless stated in the Agreement is expressly provided otherwise.

Article 8 - Consequences of late payment

1. If the Client does not pay within the agreed term, then Patrick Gofre Zonnemakelaar is entitled to charge legal interest from the day the client is in default, whereby part of a month is counted as a whole month.
2. If the Client is in default, he will also owe extrajudicial collection costs and any compensation to Patrick Gofre Zonnemakelaar.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. If the Customer does not pay on time, Patrick Gofre Zonnemakelaar may suspend his obligations until the customer has fulfilled his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the Client, Patrick Gofre Zonnemakelaar's claims on the Client are immediately due and payable.
6. If the Client refuses to cooperate in the performance of the Agreement by Patrick Gofre Zonnemakelaar, he is still obliged to pay the agreed price to Patrick Gofre Zonnemakelaar.

Article 9 - Right to claim

1. As soon as the Customer is in default, Patrick Gofre Zonnemakelaar is entitled to invoke the Right to claim with regard to the unpaid products delivered to the Customer.
2. Patrick Gofre Zonnemakelaar invokes the Right to claim by means of a written or electronic notification.
3. As soon as the Customer has been informed of the invoked Right to claim, the Customer must immediately return the Products to which this right relates, to Patrick Gofre Zonnemakelaar, unless the parties make other agreements about this.
4. The costs of returning or returning the products are for the account of the Customer.

Article 10 - Right of withdrawal

1. A Consumer can cancel an online purchase during a reflection period of 14 days without giving any reason, provided that:
 - a. The Product has not been used
 - b. The seal is still intact, if it concerns data carriers with digital content (DVDs, CDs, etc.)
 - c. The Consumer has not waived his Right of Withdrawal.
2. The reflection period of 14 days as referred to in paragraph 1 commences on the day after the Consumer has received the last Product or part of one order.
3. The Consumer can make his appeal to the Right of Withdrawal known through Patrick Gofre Zonnemakelaar.
4. The Consumer is obliged to return the product to Patrick Gofre Zonnemakelaar within 14 days after the notification of his Right of Withdrawal, failing which his right of withdrawal will lapse.
5. The costs for returning are only for the account of Patrick Gofre Zonnemakelaar if the entire order is returned.

6. If the purchase costs and any other costs (such as shipping and return costs) are eligible for reimbursement by law, Patrick Gofre Zonnemakelaar will refund these costs to the Consumer within 14 days after receipt of the timely appeal to the Right of Withdrawal provided that the Consumer has returned the product to Patrick Gofre Zonnemakelaar in time.
7. Right of withdrawal does not apply to used solar equipment (such as modules, inverters, mounting systems, transformers, ...)

Article 11 - Suspension of right

Unless the Client is a Consumer, the Client waives the right to suspend the fulfillment of any obligation arising from this Agreement.

Article 12 - Right of retention

1. Patrick Gofre Zonnemakelaar can invoke his Right of Retention and in that case keep the Client's Products in his possession, until the Client has paid all outstanding accounts with regard to Patrick Gofre Zonnemakelaar, unless the Client has provided sufficient security for those costs.
2. The Right of Retention also applies on the basis of previous agreements from which the Client still owes payments to Patrick Gofre Zonnemakelaar.
3. Patrick Gofre Zonnemakelaar is never liable for any damage that the Client may suffer as a result of using his Right of Retention.

Article 13 - Netting

Unless the Client is a Consumer, the Client waives its right to offset a debt to Patrick Gofre Zonnemakelaar against a claim on Patrick Gofre Zonnemakelaar.

Article 14 - Retention of title

1. Patrick Gofre Zonnemakelaar remains owner of all delivered products until Customer has fully fulfilled all his payment obligations with regard to Patrick Gofre Zonnemakelaar under any agreement concluded with Patrick Gofre Zonnemakelaar, including claims for failure to perform.
2. Until then, Patrick Gofre Zonnemakelaar can invoke his Retention of Title and take things back.
3. Before ownership has passed to the Client, the Client may not pledge, sell, dispose of or otherwise encumber the Products.
4. If Patrick Gofre Zonnemakelaar invokes his Retention of Title, the agreement will be considered dissolved and Patrick Gofre Zonnemakelaar has the right to claim compensation, loss of profit and interest.

Article 15 - Delivery

1. Delivery of the Product takes place at the address indicated by the Customer, unless parties have agreed otherwise.
2. If the agreed amounts are not or not paid on time, Patrick Gofre Zonnemakelaar has the right to suspend his obligations until the agreed part has been paid.
3. In case of late payment, there is a neglect of credit, with the consequence that the Customer cannot object late delivery to Patrick Gofre Zonnemakelaar.

Article 16 - Delivery time

1. The delivery times specified by Patrick Gofre Zonnemakelaar are indicative and do not entitle the Client to termination or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.
2. The Delivery Time commences after the Offer to Patrick Gofre Zonnemakelaar signed by the Client for approval by Patrick Gofre Zonnemakelaar has been confirmed to the customer in writing or electronically.
3. Exceeding the stated Delivery Time does not entitle the Client to compensation or the right to dissolve the Agreement, unless Patrick Gofre Zonnemakelaar cannot deliver within 14 days after being notified in writing or the parties have agreed otherwise.
4. The term referred to in paragraph 2 is not a strict deadline. If Patrick Gofre Zonnemakelaar does not deliver on time, the Customer will not give Patrick Gofre Zonnemakelaar notice of default and set a reasonable term for compliance. All liability with regard to late delivery by Patrick Gofre Zonnemakelaar is hereby excluded, including, but not limited to, financial damage caused by the unrealized proceeds of the Product.
5. If, after the Agreement has been concluded, the Product is no longer available, or is no longer available within a reasonable period - at the discretion of Patrick Gofre Zonnemakelaar - Patrick Gofre Zonnemakelaar is entitled to a similar Product - at the discretion of Patrick Gofre Zonnemakelaar - to offer. Patrick Gofre Zonnemakelaar is entitled to adjust the agreed price accordingly.
6. Patrick Gofre Zonnemakelaar or an installer designated by her will approach the Customer by telephone, in writing or electronically to make an appointment for the delivery of the Product and any Installation.

Article 17 - Actual delivery

The customer must ensure that the actual delivery of the products ordered by him can take place on time.

Article 18 - Transportation costs

Transport costs are for the account of the Customer, unless parties have agreed otherwise.

Article 19 - Packaging and shipping

1. If the packaging of a delivered product has been opened or damaged, then the Customer must, before receiving the Product, have this made by the forwarder or delivery person to make a note, failing which Patrick Gofre Zonnemakelaar cannot be held liable for possible damage.
2. If the Customer takes care of the transport of a Product himself, he must report any visible damage to products or packaging prior to transport to Patrick Gofre Zonnemakelaar, for defects of which Patrick Gofre Zonnemakelaar cannot be held liable for any damage.

Article 20 - Custody

1. If the Customer purchases Products ordered only later than the agreed delivery date, the risk of any loss of quality is entirely for the Customer.
2. Any additional costs as a result of premature or late purchase of products are entirely at the expense of the Customer.

Article 21 - Installation

1. The Product is installed and connected by the Client itself, unless the Client has agreed with Patrick Gofre Zonnemakelaar that Patrick Gofre Zonnemakelaar will install (or have installed) and connect the Product.
2. The customer is responsible to Patrick Gofre Zonnemakelaar for the correct and timely implementation of all devices, facilities and / or conditions that are necessary for the installation, connection and safe and correct functioning of the Product. The Client is also obliged to do everything possible that is reasonably important for the proper and timely execution of the Agreement.
3. Patrick Gofre Zonnemakelaar is never liable for damage to the work as a result of work performed by third parties or deliveries made by the Client or on behalf of the Client.
4. Damage and costs that have arisen because the conditions set in these General Terms and Conditions have not been met will be borne by the Customer.
5. The customer also bears the risk for damage that has been or will be caused as a result of inaccuracies in the information provided by him or work assigned and defects in the (in) movable property to which the work is carried out.
6. In the event that the Customer purchases a 'Do-it-yourself package' from Patrick Gofre Zonnemakelaar, the Customer is at all times responsible for the Installation of this package. Patrick Gofre Zonnemakelaar can never be held liable for the failure of the Product, or any other damage caused by incorrect Installation of the Product.

Article 22 - Warranty and Guarantee

1. Warranty conditions do not apply to used solar equipment (such as modules, inverters, mounting systems, transformers, ...).
2. The Guarantee with regard to products only applies to defects caused by faulty manufacture, construction or material.
3. The Warranty does not apply in the case of normal wear and damage caused by accidents, changes to the product, negligence or improper use by the Customer, as well as when the cause of the defect cannot be clearly established.
4. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties is transferred to the Customer at the moment when these are legally and / or actually delivered, at least under the control of the Customer or from a third party who receives the Product on behalf of the Customer.
5. Patrick Gofre Zonnemakelaar guarantees the proper functioning of the Product during normal use and after proper installation for a period of 1 year, provided that this is claimed in the manner as stipulated in this Article Warranty.
6. If Installation of the Product has been agreed, Patrick Gofre Zonnemakelaar guarantees the correct installation for a period of 1 year, provided that this is claimed in the manner as stipulated in this Article Warranty.
7. Defects must be reported in writing to Patrick Gofre Zonnemakelaar in writing immediately, but always within 2 weeks after the defect has been revealed, failing which any claim under Warranty towards Patrick Gofre Zonnemakelaar will lapse.
8. Contrary to the provisions of paragraph 7, the Consumer has a period of 2 months.
9. Due to shadows and other causes, at the end of the year the Product may not have generated the expected yield. If there is a slight deviation from the expected yield, being a deviation of 10% or less, this does not count as a defect, as referred to in paragraph 7.
10. The customer must in all cases offer Patrick Gofre Zonnemakelaar the opportunity to repair or have repaired any defects. Patrick Gofre Zonnemakelaar will repair the

defect within a reasonable period or replace the product. If the Product is no longer available, Patrick Gofre Zonnemakelaar is entitled to repair or have repaired the defect with a comparable Product - at the discretion of Patrick Gofre Zonnemakelaar. Under no circumstances is the customer entitled to a refund of the invoice amount. Patrick Gofre Zonnemakelaar is not liable for any (consequential) damage as a result of repair or replacement.

11. As long as the Customer has not fulfilled all financial obligations ensuing from the Agreement, he cannot make any claim under Guarantee.
12. Customer loses his warranty claim against Patrick Gofre Zonnemakelaar, is liable for all damage and indemnifies Patrick Gofre Zonnemakelaar against any claim by third parties with regard to compensation if and insofar as:
 - a. The damage has arisen due to incompetent use of the Product or part thereof by the Customer, which is incompetent and / or with instructions, advice or instructions from Patrick Gofre Zonnemakelaar.
 - b. The damage is caused by errors, omissions or inaccuracies in data, materials, data carriers, documents, etc., which have been provided and / or prescribed by or on behalf of the Client to Patrick Gofre Zonnemakelaar.
 - c. The damage is caused by the properties of the substrate of the location or the location itself where the Product or part thereof is placed.
 - d. The damage was caused by instructions from or on behalf of the Client to Patrick Gofre Zonnemakelaar.
 - e. The damage occurred because the Client or a third party carried out repairs or other work on the installation or a part thereof on the instructions of the Client, without the prior written permission of Patrick Gofre Zonnemakelaar.
 - f. The damage was caused by emergency repairs carried out.

Article 23 - Indemnity

The Client indemnifies Patrick Gofre Zonnemakelaar against all third-party claims related to the use of products or services by Patrick Gofre Zonnemakelaar.

Article 24 - Complaints

1. The customer must examine a Product or service provided by Patrick Gofre Zonnemakelaar on delivery and no later than within 48 hours for suitable shortcomings.
2. If a delivered Product of the service provided does not meet what the Client reasonably expects from the agreement, the Client must inform Patrick Gofre Zonnemakelaar as soon as possible, but in any case within 2 weeks after the shortcomings have been discovered. If this does not happen, the Customer will damage all rights regarding the shortcomings.
3. Consumers must inform Patrick Gofre Zonnemakelaar of this within 2 months after discovering the shortcomings. If this is not done, the Consumer will damage all rights regarding the shortcomings.
4. As a result, the customer gives a description of the shortcoming, if possible, so that Patrick Gofre Zonnemakelaar is able to respond adequately.
5. The customer must demonstrate that the Complaint relates to an Agreement between the Parties.
6. If a complaint concerns ongoing work, this can in any case not lead to Patrick Gofre Zonnemakelaar being held to perform other work than required.
7. If the Client is dissatisfied with the services of Patrick Gofre Zonnemakelaar, the Client will inform Patrick Gofre Zonnemakelaar of this as soon as possible and the

Parties will try to find an informal solution.

8. If the path taken in paragraph 2 does not lead to a satisfactory solution, the Customer can submit a Complaint to Patrick Gofre Zonnemakelaar.

Article 25 - Notice of default

1. The customer must notify Patrick Gofre Zonnemakelaar of any notice of default in writing.
2. It is the responsibility of the Client that a notice of default actually reaches Patrick Gofre Zonnemakelaar (on time).

Article 26 - Joint and several liability of the customer

If Patrick Gofre Zonnemakelaar enters into an agreement with several Customers, each of them is jointly and severally liable for the full amounts that they owe Patrick Gofre Zonnemakelaar under the agreement.

Article 27 - Liability Patrick Gofre Zonnemakelaar

1. Patrick Gofre Zonnemakelaar is only liable for any damage that the Customer suffers if and insofar as this damage is caused by intent or deliberate recklessness of Patrick Gofre Zonnemakelaar.
2. If Patrick Gofre Zonnemakelaar is liable for any damage, it is only liable for direct damage arising from or related to the performance of the Agreement.
3. Patrick Gofre Zonnemakelaar is never liable for indirect damage, such as consequential damage, loss of profit, missed savings or damage to third parties.
4. If Patrick Gofre Zonnemakelaar is liable, this Liability is limited to the amount paid out by a closed (professional) liability insurance and in the absence of (full) payment by the insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the Liability relates.
5. Drawings and calculations, including the roof dimensions, number of solar panels and important ballast, which were made prior to the conclusion of the Agreement, are non-binding and indicative drawings and calculations from which no rights can be derived. These drawings and calculations are not part of the Agreement. Patrick Gofre Zonnemakelaar does not accept any liability if a third party (whether or not on behalf of the Customer) has involved these indicative drawings and calculations by Patrick Gofre Zonnemakelaar in the Installation of the Product.
6. Patrick Gofre Zonnemakelaar is never liable for damage due to lost power output as a result of the Product not functioning and/or incorrect Installation.

Article 28 - Expiry period

Any right of Customer to compensation from Patrick Gofre Zonnemakelaar expires in any case 12 months after the event from which liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Civil Code.

Article 29 - Right to dissolution

1. The Client has the right to terminate the Agreement if Patrick Gofre Zonnemakelaar fails culpably in the fulfillment of his obligations, unless this shortcoming, due to its special nature or minor significance, does not justify termination.
2. If the fulfillment of the obligations by Patrick Gofre Zonnemakelaar is not permanently or temporarily impossible, binding can only take place after Patrick Gofre Zonnemakelaar is in default.
3. Patrick Gofre Zonnemakelaar has the right to terminate the agreement with the Client

if the Client does not fully or timely fulfill his obligations under the Agreement, or if Patrick Gofre Zonnemakelaar has taken cognizance of circumstances that give him reason to fear that the Client will not fulfill his obligations properly.

In the event of termination of the agreement as described above, the Client is not entitled to reimbursement of the deposits paid.

Article 30 - Force of the majority

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming of Patrick Gofre Zonnemakelaar in the fulfillment of any obligation towards the Customer cannot be attributed to Patrick Gofre Zonnemakelaar in one of the wishes of Patrick Gofre Zonnemakelaar independent situation, as a result of which the fulfillment of his obligations with regard to the Customer is wholly or partly prevented or as a result of which the fulfillment of his obligations cannot reasonably be expected from Patrick Gofre Zonnemakelaar.
2. The force majeure situation referred to in paragraph 1 also includes, but is not limited to: a state of emergency (such as civil war, uprising, riots, natural disasters, etc.); breaches and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures, computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a force majeure situation arises that prevents Patrick Gofre Zonnemakelaar from fulfilling one or more obligations to the Customer, those obligations will be suspended until Patrick Gofre Zonnemakelaar can meet them again.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in whole or in part in writing.
5. Patrick Gofre Zonnemakelaar does not owe any (damage) compensation in a force majeure situation, even if it enjoys any advantage as a result of the force majeure situation.

Article 31 - Modification of the Agreement

1. If, after the Agreement has been concluded for the performance thereof, it appears necessary to change or supplement its content, the Parties will adjust the Agreement accordingly in a timely manner and by mutual agreement.
2. Additions or changes to the Agreement or offer and order are only binding for Parties if and insofar as these have been laid down in writing by the Parties. The effective date of the changes will be explicitly stated.

Article 32 - Change of General Terms and Conditions

1. Patrick Gofre Zonnemakelaar is entitled to amend or supplement these General Terms and Conditions.
2. Changes of minor importance can be made at any time.
3. Patrick Gofre Zonnemakelaar will discuss major substantive changes with the Client as much as possible in advance.
4. Consumers are entitled to terminate the Agreement in the event of a material change to the General Terms and Conditions.

Article 33 - Transfer of rights

1. The Client's rights under an Agreement between Parties cannot be transferred to third parties without the prior written consent of Patrick Gofre Zonnemakelaar.

2. This provision applies as a clause with property law effect as referred to in Section 3:83 (2) of the Dutch Civil Code.

Article 34 - Consequences of nullity or voidability

1. If one or more provisions of these General Terms and Conditions are found to be void or voidable, this will not affect the other provisions of these terms and conditions.
2. In that case, a provision that is void or voidable will be replaced by a provision that comes closest to what Patrick Gofre Zonnemakelaar had in mind when drawing up the conditions on that point.

Article 35 - Applicable law and competent court

1. Only Dutch law applies to every Agreement between Parties, with the exclusion of foreign legislation such as the Vienna Sales Convention.
2. The Dutch court in the district where Patrick Gofre Zonnemakelaar is located / practices / offices has exclusive jurisdiction to hear any disputes between parties, unless the law prescribes otherwise.

Drawn up on January 10, 2019. Adapted on February 04, 2023.