

TERMS AND CONDITIONS

Article 1. General

1.1. These terms and conditions are applicable to, and are an integral part of all offers, quotations, orders, (framework) agreements and invoices related to services provided and/or products delivered by PIDBULL NV, with registered office at Kempische Steenweg 311 bus 2.11 (CBE BE0643.782.763, RLP Hasselt, BELGIUM) (hereinafter "PIDBULL").

1.2. An offer, quotation, order or (framework) agreement accepted by the customer, will be deemed as acceptance of these terms and conditions.

1.3. Specific conditions deviating from these terms and conditions are only binding if expressly agreed in writing. Therefore, PIDBULL accepts the applicability of general (invoice) conditions of the customer, contractors, and / or third parties only if this is expressly agreed in prior writing.

Article 2. Quotations, order and contract

2.1. Unless otherwise expressly agreed, all quotes of PIDBULL are valid for 1 month only and are for information purposes only.

2.2. An order, even those noted down by our agents or representatives, is only binding if it is expressly accepted in writing by PIDBULL. The sales contract is therefore only taking effect after the written acceptance by PIDBULL. Starting the implementation is considered a confirmation, unless this is done with reservations.

Article 3. Goods

3.1. The goods will be delivered in accordance with the specifications of the order form or the front of the invoice. Delivery times are, subject to contractual clauses to the contrary, for information purposes only and not binding. Delays in delivery can never give rise to compensation or termination of the contract.

3.2. The goods of PIDBULL must only be installed according to the installation instructions. If later turns out that the installation did not meet these requirements, PIDBULL will not accept no liability whatsoever.

3.3. PIDBULL's obligation is only one of services, not results. The goods of PIDBULL only aim at optimising a PV system.

Article 4. Price

4.1. The prices of goods are mentioned in EUR and are always exclusive of VAT. Any increase in the VAT rate in the period between the order and delivery shall be borne by the customer. The orders are invoiced at the prices and conditions in force at the time the order is accepted by PIDBULL.

4.2. Unless otherwise agreed, the prices are for delivery in the office of PIDBULL.

Article 5. Checking - Warranty

5.1. During the pick-up/delivery, the customer himself will check the conformity of the delivered and ordered goods. Signing the delivery note, even by a representative appointed by the customer, is a confirmation of conformity between the ordered and delivered goods. Signing the delivery note also excludes all claims for compensation for all visible defects, ie all defects the customer could have noticed at the time of delivery by attentively and carefully checking the goods, and in particular the deficiencies concerning the characteristics of the goods.

5.2. Latent defects on the goods of PIDBULL are covered by the warranty for a period of 24 months, starting at the moment of delivery.

5.3. The warranty cannot be claimed (i) in the case of misuse of the good, (ii) if the good is / was maintained and / or amended by third parties, (iii) in case the damage is caused by force majeure, (iv) in case additional equipment, unsuitable and not acknowledged by PIDBULL, is connected to the sold good, (v) if the device is opened and (vi) in case damage is caused by the (end) customer or his appointees.

5.4. The customer must claim the warranty for latent defects with a letter sent by registered mail within one month after having discovered the latent defect or within a reasonable period he could have detected the defect, under penalty of forfeiture thereof.

5.5. The warranty (and the liability of PIDBULL in general) is in any case limited to the free replacement or free repair of the good, except for amongst other things, indirect damage, non-material damage, the costs of returning the good to our office and afterwards returning back to the customer who cannot claim any compensation on any ground whatsoever.

Article 6. Transfer of ownership - Risk

6.1. The delivered goods remain property of PIDBULL until integral payment of the due principal sum and all other possible costs and interest.

6.2. Delivery is at the risk of the customer, who should insure against possible damage. The risk shall be transferred to the customer at the moment the goods leave the warehouse of PIDBULL.

6.3. The customer will inform PIDBULL if the goods are stored in a space that is rented by the customer and will disclose the identity and residence of the owner of this rented space.

6.4. The customer who wrongly refuses to receive the offered goods, or pick them up within the determined period, will be obliged to pay the costs resulting thereof, such as storage costs and transport costs, regardless of the other costs due to PIDBULL (including the agreed price, the interests and the flat rate increase).

Article 7. Payment

7.1. Unless otherwise agreed, the payment for the goods is always determined as follows: 40% at the time of ordering and 60% at the time of delivery. Accordingly, the customer will receive an invoice upfront (40%) by PIDBULL at the moment of the order and an invoice (60%) at the moment of delivery.

7.2. The invoices are payable at the registered office, no later than the due date, within 8 calendar days after the invoice date, unless otherwise agreed in writing. If the invoice is not paid on the due date, an interest of 10% per annum is claimable, automatically in default without any further notice being required.

7.3. Every non-payment of an invoice by the due date will result in claiming the amounts of all non-paid invoices of the same customer at that time.

7.4. If the invoice remains unpaid on the due date, the balance will be raised with a flat-rate compensation of 15%, with a minimum of 125.00 EUR, without prejudice to the interests as mentioned in

7.5. If invoices remain unpaid after their due date, PIDBULL is entitled to suspend all of its accepted orders until the moment the outstanding invoices have been integrally.

Article 8. Cancellation - Termination

8.1. If the customer cancels the order accepted by PIDBULL, the customer is obliged to pay PIDBULL 40% of the agreed price as fixed cancellation charge, without prejudice to the right of PIDBULL to claim the full compliance of the agreement and / or the dissolution of the agreement and / or additional compensation.

8.2. PIDBULL itself is entitled to terminate the agreement by simple sending a letter by registered mail to the customer, if the latter fails to comply with one of his contractual commitments, in particular (i) if the customer fails to pick up the goods within the period as defined in Article 6.4., (ii) if the customer does not pay the invoice 30 days after the invoice date (iii) if it appears that he will not, or is not likely, to fulfil one of his obligations, even if this obligation is not yet due. Upon termination of the agreement as a result of applying this article, the customer will be liable to pay compensation equal to 25% of the price, without the prejudice of PIDBULL to claim the actual damage from the customer.

Article 9. Confidentiality

9.1. The parties agree to keep commercial and technical information and business secrets revealed by the other party secret, even after the termination of the agreement, and only use this information for the purpose of implementing the agreement.

Article 10. Force Majeure - Hardship

10.1. Every case of force majeure or hardship exempts PIDBULL automatically from any obligation, without the customer having the right to claim any compensation. In case PIDBULL, to comply with its obligations, depends for example for the delivery of its goods on a third party, these terms are also applicable in case force majeure or hardship beyond this third party's control, when this would prevent or delay the obligations of PIDBULL.

10.2. Amongst others, the following situations are regarded as force majeure: accidents, material damage, exceptional weather conditions, fire, strikes, lockout, theft and exceptional congested traffic situations.

Article 11. Exoneration

11.1. Unless otherwise provided in the current terms and conditions in relation to visible defects and the warranty, PIDBULL is not liable for any compensation whatsoever, that would result, directly or indirectly of goods sold or delivered by PIDBULL.

Article 12. Nullity

12.1. The nullity of one of the clauses of these terms and conditions will not result in a nullity of the agreement. In that case, the parties will ensure to replace the invalid clause by a valid clause, that within legal limits, has the same effect as the clause that has been declared invalid.

Article 13. Applicable law - Jurisdiction

13.1. All agreements between PIDBULL and the customer, including these terms and conditions, are exclusively governed by Belgian law, excluding its IPR rules. Only the courts of the judicial district in which the registered office of PIDBULL is located, have jurisdiction to be notified of any dispute between PIDBULL and the customer.