

## **General conditions**

### **Portalen :**

**[www.blauhoff.com](http://www.blauhoff.com)/[www.selbststromspeichern.de](http://www.selbststromspeichern.de)/[www.storeyourownpower.com](http://www.storeyourownpower.com)/[www.eigenstroomopslaan.nl](http://www.eigenstroomopslaan.nl)**

### **Article 1. Applicability**

1.1 These General Terms and Conditions apply to all offers by Blauhoff, trading under the trade name "Blauhoff" and to all agreements entered into with Blauhoff.

1.2 The provisions of these General Terms and Conditions may be deviated from only if expressly agreed in writing, in which case the remaining provisions of these Terms and Conditions shall remain in full force and effect.

1.3 If the Buyer also refers to its general terms and conditions, such terms and conditions shall not apply unless expressly agreed to in writing by Blauhoff.

1.4 "Buyer" means any visitor to the Internet sites or any natural person or legal entity that is or will be in a contractual relationship of any kind with Blauhoff.

1.5 Blauhoff is authorized to use third parties in executing an agreement with Buyer.

1.6 Blauhoff reserves the right to amend or supplement these Terms from time to time.

### **Article 2. Offers and formation of agreements**

2.1 Offers or quotations should be regarded as an invitation to potential Buyers to make an offer. Blauhoff is in no way bound by this, unless it has been recorded in writing and unambiguously. The potential Buyer's acceptance of the invitation to make an offer shall constitute an offer and shall only lead to the formation of an agreement if the other provisions of this article have been fulfilled.

2.2 Offers are valid while supplies last.

2.3 A registered quotation shall be valid for a period of two (2) weeks, unless another period is specified in the quotation.

2.4 An offer from the potential Buyer as mentioned in article 2.1 shall be deemed done in any of the following circumstances:

- the potential Buyer has specified exactly what product and/or service he wants to receive;
- an offer has been signed by Buyer and received by Blauhoff in the event that a named offer has been issued by Blauhoff;
- The potential Buyer has entered his data on the appropriate entry screen of the internet site and has sent the relevant data ("order form") to Blauhoff electronically, and this data has been received by Blauhoff.

2.5 An agreement is concluded at the moment an order confirmation is handed to the Buyer or, in case the offer is made via the internet site, sent by e-mail to the e-mail address provided by the Buyer. This agreement can be revoked by Blauhoff in case the Buyer does not or has not in the past fulfilled the conditions. In that case, Blauhoff will notify the Buyer within ten (10) days of receiving the order.

2.6 The Buyer and Blauhoff expressly agree that by using electronic forms of communication, a valid agreement will be concluded as soon as the conditions in articles 2.4 and 2.5 have been fulfilled. In particular, even the absence of an ordinary signature shall not affect the binding force of the offer and its acceptance. The electronic files of Blauhoff shall, to the extent permitted by law, serve here as a presumption of proof.

2.7 Information, images, notices given orally, by telephone or by e-mail and statements et cetera relating to all offers and the most important characteristics of the products are given or made as accurately as possible. However, Blauhoff does not guarantee that all offers and products fully comply with the given information et cetera. Deviations cannot in principle be a reason for compensation and/or dissolution.

### **Article 3. Prices**

3.1 All prices are, if not otherwise agreed, expressed in Euros, in accordance with the legal regulations on the subject.

3.2 Special offers are valid only while supplies last.

3.3 The Buyer shall owe the price communicated to it by Blauhoff in its confirmation in accordance with Article 2.5 of these Terms and Conditions. Obvious (manipulation) errors in the price quotation, such as evident inaccuracies, may also occur after the conclusion of the agreement by Blauhoff are corrected.

3.4 Delivery costs are not included in the price. Special rates apply for delivery outside the Netherlands. With respect to certain payment methods, further conditions apply regarding the delivery method and associated costs. This will be clearly communicated to the Buyer.

3.5 If after the date of quotation one or more cost price factors undergo an increase, even if this occurs as a result of foreseeable circumstances, Blauhoff is entitled to increase the agreed price accordingly. If a price increase takes place within three months of the conclusion of the

agreement, the consumer may dissolve the agreement within 10 days, unless; the price increase results from a power or an obligation of the supplier under the law or if it has been stipulated that delivery will take place more than three months after the purchase.

#### **Article 4. Payment**

4.1 Orders may be paid in the following ways:

-advance payment by means of a giro or bank transfer and ideal, the ordered goods will be sent after receipt of payment;

- When picking up an order, payment can be made by pin or cash ;

- Blauhoff may expand payment options in the future. Other payment options will be made known through the Internet site.

4.2 Where Blauhoff has agreed a payment term, the Buyer will be in default by the mere expiry of that term. Payment terms can only be agreed upon in writing under conditions to be set and agreed upon at that time.

4.3 In the event of non-payment or late payment by the Buyer, statutory interest shall be payable on the outstanding amount from the day on which payment should have been made at the latest until the day of payment in full, whereby a month commenced shall be counted as a full month.

4.4 The Buyer will also bear all extrajudicial and judicial collection costs of any kind incurred by Blauhoff as a result of the Buyer's failure to comply with its (payment) obligations. The extrajudicial collection costs payable by the Buyer shall be at least 15% of the amount due and never more than the maximum collection costs allowed. Delivery of products and/or services may be suspended until payment of the invoice price.

4.5 In the event of non-timely payment, Blauhoff will be entitled to dissolve the agreement with immediate effect or to suspend (further) delivery until such time as the Buyer has fulfilled the payment obligations in full, including payment of interest and costs due.

4.6 If the Buyer defaults on its payment obligations or has payment difficulties, Blauhoff will be entitled, without any prior summons and/or notice of default, too. Retrieve and dissolve the agreement. Buyer grants Blauhoff permission to retrieve the products, if necessary remove and retrieve, and Buyer shall provide Blauhoff with every opportunity to do so. This consent also covers the situation in which accession or something such would have taken place. Disposal of the products will be at the buyer's expense. If the products are disposed of, Blauhoff will not be obliged to pay the buyer for the products. The product installed pipes, fittings, etc., and/or undo the constructional arrangements made.

#### **Article 5. Delivery and delivery time**

5.1 Orders will be delivered as soon as possible. In principle, Blauhoff aims to ship orders within five working days. The latest delivery time is 60 days after receipt of the order, except for prepayments where the latest delivery time is 40 days after receipt of payment. The mentioned delivery time is only an indication and is never a deadline. However, for some products, in particular the solar panel systems, delivery times and market prices vary greatly depending on current global supply and demand. Blauhoff will announce changed delivery times as soon as possible. Blauhoff may provide further information regarding delivery times on the internet site or otherwise in writing. Such information is indicative only.

5.2 If a product that is temporarily out of stock is ordered by a Buyer, notice will be given when the product will be available again. Blauhoff will endeavor to notify Buyer of delays within three business days by email or telephone

5.3 Deliveries of orders shipped shall be made to the address provided by the Buyer during the formation of the agreement.

5.4 Once the products to be delivered have been delivered to the specified delivery address, the risk, where these products are concerned, passes to the Buyer. For deliveries which are collected by the Buyer, the risk, where these products are concerned, is transferred to the Buyer at the time of transfer but in any case before loading.

5.5 Deliveries may be made in parts for practical reasons.

5.6 Different conditions may apply to deliveries abroad.

## **Article 6. Exchanges**

6.1 The Buyer is obliged to carefully inspect the products (or have them inspected) immediately upon receipt and report any defects or damage immediately. Transport damage must also be reported immediately to the carrier concerned. Software or similar products can only be exchanged within 3 days and in the original packaging, of which the seal has not been broken. Exchange is only possible upon presentation of the original invoice.

## **Article 7. Satisfaction guarantee and right of withdrawal**

7.1 The consumer-Buyer has the right to exercise a right of withdrawal without penalty or explanation within 14 working days of receipt. Excluded from this right of withdrawal are specially ordered and assembled products (almost always with solar panel systems) and software or other products whose seal is broken. The consumer-Buyer is liable for damage to returned products, even if caused by return transport.

7.2 If the consumer-Buyer has exercised the right of withdrawal as stated in the previous paragraph, Blauhoff will ensure a refund of the amount paid by the consumer-Buyer to Blauhoff within 14 days.

7.3 The cost of returning the product shall be borne by the consumer-Buyer.

## **Article 8. Retention of title**

8.1 Ownership of products, notwithstanding actual delivery, shall not pass to Buyer until Buyer has paid in full all that Buyer owes in connection with any agreement with Blauhoff, including payment of interest and costs, including those of previous or subsequent deliveries and any work done or to be done in connection with the products.

8.2 The Buyer may not encumber, sell, resell, dispose of or otherwise encumber the products before ownership has passed.

## **Article 9. Installation and assembly**

9.1 The product shall be installed and connected by Buyer itself, unless it is agreed that the installation of the product shall be performed by Blauhoff.

9.2 The Buyer is responsible to Blauhoff for the correct and timely implementation of all fixtures, provisions or conditions necessary for the arrangement of the product to be assembled and/or the correct operation of the product in its assembled state.

9.3 Notwithstanding the foregoing provisions, in the case of the provision of services by Blauhoff, the Buyer shall in any event ensure at its own expense and risk that:

a) the personnel of Blauhoff or the third party engaged by it, as soon as they arrive at the place of erection, gain access and can start and continue to perform the work during normal working hours and, in addition, if Blauhoff deems it necessary, outside normal working hours, provided that it has notified the Buyer in a timely manner.

(b) access roads to the installation site are suitable for the necessary transportation.

(c) the designated installation site is suitable for storage and assembly.

(d) all necessary safety and precautionary measures have been taken and are being maintained, as well as that all measures have been taken and are being maintained in order to comply with applicable government regulations in the context of assembly/installation.

(e) there is no asbestos present at the product placement site.

f) to the extent applicable, Buyer shall ensure that Blauhoff has timely access to the approvals and permits required for the Services, as well as the data to be provided by Buyer in connection with the performance of the Services.

9.4 The Buyer must ensure that work and/or delivery to be carried out by others, which are not part of the assembly/installation work of Blauhoff or the third party it has engaged, is carried out in such a way and in a timely manner that the performance of the work by or on behalf of Blauhoff is not delayed. If, nevertheless, a delay within the meaning of this paragraph arises, the purchaser must notify Blauhoff in a timely manner.

9.5 Damages and costs, which have arisen because the conditions stipulated in this article have not been fulfilled or have not been fulfilled in time, shall be borne by the buyer.

9.6 The Buyer bears the risk for damage caused by: inaccuracies in the information given and/or work assigned; inaccuracies in the constructions and working methods required by the Buyer; defects in materials or resources made available by the Buyer; defects in the movable or immovable property to which the work is being carried out.

9.7 Blauhoff makes every effort to perform services in a timely manner. Blauhoff is not liable for direct and indirect damages if it fails to perform services in a timely manner.

9.8 Blauhoff shall endeavor to perform the services to be provided by it as a good contractor.

9.9 If there is additional work, Blauhoff will be entitled to charge the Buyer. Additional work will - to the extent possible - be communicated by Blauhoff to the Buyer as early as possible. The Buyer is deemed to be in agreement with the execution of the additional work, the associated costs and, if necessary, the adjusted delivery time, unless the Buyer objects before commencement of the execution of the additional work and in any case within five days of the aforementioned notification by Blauhoff.

## **Article 10. Warranty and liability**

10.1 The guarantee for products delivered by Blauhoff is determined by the manufacturer of the product in question. If this regulation is disadvantageous for the consumer-Buyer in comparison with the rights that the consumer-Buyer can assert against Blauhoff under the law and the remote agreement, then at least the rights in accordance with the law and the remote agreement shall apply. In practical terms, this means that the consumer-Buyer is entitled to free repair or replacement of the purchase for a period of at least 2 years in the event of a defect through no fault of his own.

10.2 Blauhoff will never be obliged to pay any compensation to the Buyer or others unless there is intent or gross negligence on the part of Blauhoff. Blauhoff will never be liable for consequential or trading losses, indirect losses and loss of profit or turnover.

10.3 Blauhoff's liability for damages shall never exceed an amount equal to the invoice value with respect to the product or service causing the damage.

10.4 Notwithstanding the provisions of this article, there can be no warranty if the wear and tear can be considered normal and further in the following cases:

-if any changes have been made in or to the product, including repairs not made with the consent of Blauhoff or the manufacturer;

-if the original invoice cannot be produced, has been altered or rendered illegible;

-if defects are the result of improper or inappropriate use;

-if damage has occurred due to external causes or influences;

-if damage was caused by intentional, gross negligence or negligent maintenance.

10.5 The Buyer is obliged to indemnify Blauhoff against any claims that third parties may assert against Blauhoff in connection with the execution of the agreement, insofar as the law does not prevent the relevant damages and costs from being borne by the Buyer.

10.6 Blauhoff may include on its Internet site links to other Internet sites that may be of interest or informative to the visitor. Such links are purely informative. Blauhoff is not responsible for the content of the internet site referred to or the use that can be made of it.

### **Article 11. Force majeure**

11.1 In the event of force majeure, Blauhoff is not obliged to fulfill its obligations to the Buyer, or the obligation is suspended for the duration of the force majeure

11.2 Force majeure is defined as any circumstance, independent of its will, which prevents the fulfillment of all or part of its obligations to the Buyer. The circumstances include strikes, fires, business disturbances, energy failures, non-delivery or late delivery by suppliers or other third parties engaged and the absence of any governmental permit. Force majeure also includes failures in a (telecommunications) network or connection or communication systems used and/or the unavailability of the Internet site at any time.

### **Article 12. Intellectual property**

12.1 The Buyer expressly acknowledges that all intellectual property rights of displayed information, communications or other expressions relating to the products and/or relating to the internet site belong to Blauhoff, its suppliers or other claimants.

12.2 Intellectual property rights means patent, copyright, trademark, design and model rights and/or other (intellectual property) rights, including whether patentable

Technical and/or commercial know-how, methods and concepts.

12.3 The Buyer is prohibited from making any use, including making changes, of the intellectual property rights described in this article, such as reproduction, without the express prior written permission of Blauhoff, its suppliers or other entitled parties, unless it is purely for private use in relation to the product itself.

### **Article 13. Personal data**

13.1 Blauhoff will only process Buyer's data in accordance with its privacy policy.

13.2 Blauhoff will comply with applicable privacy regulations and legislation.

### **Article 14. Applicable law and competent court**

14.1 All offers and agreements are governed exclusively by Dutch law.

14.2 The applicability of the Vienna Sales Convention is expressly excluded.

14.3 All disputes related to or arising from offers from Blauhoff or agreements entered into with Blauhoff will be submitted to the competent court in Zwolle, the Netherlands, unless the law expressly designates another court as competent.

#### **Article 15. Miscellaneous**

15.1 Blauhoff BV is located Heemstraweg 123 6651 KR Druten and registered with the Chamber of Commerce under no. 83845577. Please send all correspondence regarding an agreement or these terms and conditions to Blauhoff at the above address or to the e-mail address as indicated on the internet site.

15.2 Blauhoff strives to respond to emails received by it no later than five business days

#### **Article 16. Buy VAT free in the Netherlands and Germany**

16.1 In the countries of the Netherlands and Germany, certain products are offered at the zero tariff. This so-called zero tariff applies only if the solar panels (inverter and batteries) are installed on (private) homes or outbuildings of a home, such as a barn.

Terms and Conditions Blauhoff 21-12-2022