

Terms & Conditions

1. Background

(a) OSW Netherlands B.V. (**OSW**) is a supplier and distributor of solar products and related services within the Netherlands via a collaborative digital platform accessible via its Website.

(b) By registering for an online account with OSW (**Account**), submitting an order for Products or Services, and/or otherwise accessing the Website, you confirm you have read and understood the following terms and conditions of sale (**Terms**).

(c) You acknowledge and agree that these Terms apply to all offers and quotations of, agreements with and deliveries by OSW. Any deviations from these Terms are only binding if they have been accepted in writing by OSW. If you do not accept these Terms, you must refrain from using the Website and from purchasing any Products. General terms and conditions, under whatever name, of you or third parties are not applicable and are rejected by OSW, unless if they have been expressly accepted in writing.

(d) In the event of a deviation between the Dutch and English language version of the Terms, the Dutch language version will take precedence.

(e) capitalized terms shall have the meaning as set forth in clause 15 (Definitions).

2. Supply of Products

This clause 2 shall apply when you are ordering Products from us whether through our Website or via any other means.

2.1 Purchase Orders

(a) By placing an order for Products on the Website, or otherwise submitting an order to OSW (**Purchase Order**) you are making an offer to enter into an agreement to purchase the Product(s) in that order.

(b) We will at all times endeavour to ensure that the stock listings on our Website are up to date. However, at times there may be shortages at our suppliers or for other reasons and therefore all items listed on the Website are subject to availability.

(c) It is your responsibility to ensure the Products listed in the Purchase Order are correct, and OSW will not be responsible for incorrectly ordered Products.

(d) We have no obligation to accept any order. Purchase Orders will not be deemed accepted by us until we have confirmed acceptance of your order in writing via a sales order (**Sales Order**).

(e) You may not change or cancel a Purchase Order once it has been accepted by us, unless otherwise agreed in writing.

2.2 Pricing

(a) The price of the Products set out in the Sales Order will be based on the current price quoted by our suppliers at the time your Sales Order is generated.

(b) We reserve the right to revise the price for the Products subject to a Sales Order at any time prior to dispatch of the Products from our warehouse. We will only revise the price as a result of a change in the price of goods supplied from our suppliers or due to market and currency changes beyond our control. The final agreed price of the Products will be set out in our invoice issued at the time of dispatch of the Products to you from our warehouse.

(c) You must check all invoices and advise OSW of any errors or omissions immediately. Failing notice from you within 14 days of receipt of the invoice that the invoice contains any errors or omissions, the invoice will be deemed accepted. Prices and payments will be processed in Euro unless otherwise specified.

(d) Unless otherwise indicated, prices stated in a Sales Order or otherwise on the Website are prices Ex Works (Incoterms 2020) and exclude sales tax (BTW), costs of transport, insurance, import and export duties, any other levies imposed by authorities in any country and any other additional costs.

(e) You are responsible for any custom, import or other duties charged in respect of the sale and import of the Products into the

country in which you are a resident or where the Products are delivered.

(f) We reserve the right to change prices displayed on the Website without notice to you

2.3 Payment

(a) Payment must be made by the due date as specified on the invoice.

(b) In all other circumstances (including when no date is specified in an invoice), you must pay for all Products on or prior to delivery or collection.

(c) If your payment is cancelled or reversed for any reason, you must immediately make that payment again.

(d) We reserve the right not to release any Products to you until all Products have been paid for in cleared funds.

(e) We may require a proof of payment prior to delivery or collection.

(f) All payments must be made by you without suspension (opschorting) and set-off (verrekening).

(g) We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, or American Express).

(h) If you fail to pay invoices by the due date for payment, you will automatically be in default (verzuim) without a notice of default being required. Without prejudice to any other rights OSW may have under these Terms or otherwise at law, including the right to claim damages, OSW will be entitled to either:

(i) terminate your Sales Order; or

(ii) hand over its claim for collection; the extrajudicial collection costs will be for your expense and will be at least 15% of the invoice amount increased by the statutory commercial interest under section 6:119a of the Dutch Civil Code with a minimum of EUR 300 excluding VAT for each invoice.

(i) We will at all times be entitled to demand that you furnish us with acceptable security before being obliged to proceed to deliver the Products.

2.4 Delivery of Products

(a) If you elect for the Products to be delivered to a location outside our warehouse, the costs of delivery will be as displayed on our Sales Order, or otherwise on the invoice. We shall use our reasonable endeavours to deliver the Products to your nominated address within the estimated delivery period, although shipping times may vary depending on location and there may be delays where Products are out of stock.

(b) You acknowledge and accept that any estimated time of delivery or supply of Products provided by OSW is an estimate only. Where possible, we will use reasonable commercial endeavours to notify you if we become aware of any delay with the delivery of the Products, and shall provide you with a new estimated date and time of delivery.

(c) We shall not be liable for any costs, losses, or other damages arising out of late delivery.

(d) You accept that we may deliver goods by installments and require payment for each separate installment in accordance with these Terms.

(e) If you request that the Products are delivered either to an unattended location, left outside, or are left outside OSW's premises for collection, you acknowledge that OSW will deliver the Products at your sole risk.

(f) If we are unable to complete the delivery within the agreed time schedule due to your absence or other fault, you will be liable for all charges and costs incurred including but not limited to warehousing, transportation and redelivery.

(g) If you organise delivery independently of OSW, OSW shall not be held liable for non-delivery, lateness of delivery or loss or damage of the Products during transit. If you agree with OSW that you will collect the Products directly from OSW's warehouse, you must notify OSW 3 business hours prior to the agreed pick-up time on the day of the pickup. Proof of payment will be required to be shown to OSW prior to collection.

(h) You must inspect the Products immediately upon delivery and must within 24 hours after the date of inspection give written notice to OSW with particulars of any claim that the delivered Products are not in conformity with the Sales Order. If you fail to give notice within this 24-hour period, then to the extent permitted by law, the Products shall be deemed to have been accepted by you and you must pay for the Products in accordance with these Terms.

2.5 Damage in transit

(a) If, contrary to clause 2.11(c), it is agreed that OSW will be responsible for the transport of the Products and you consider that any Products are damaged in transit, you must within 5 days of receiving the Products lodge a request with OSW for a replacement of the damaged Products(**Replacement Request**) either in person, by phone or by email.

(b) The Replacement Request must contain the details of the relevant Products (including the product serial number), a detailed description of the damage, photographs of the damage, an electrician's report if there is no visible damage, and/or other evidence that can substantiate the claim that the damage occurred in transit.

(c) If, upon inspection of the evidence provided in the Replacement Request, OSW agrees that the Products were damaged in transit, OSW may issue a replacement of the damaged Products.

2.6 Storage

OSW may, at its sole discretion, agree to store Products on your behalf for a fee, upon your written request. You agree that Products stored at OSW's warehouse on your behalf are stored solely at your own risk, and OSW shall not be liable for any damage or loss caused to the Products whilst they are stored in OSW's warehouse.

2.7 Risk; retention of title

(a) Risk in the Products will pass to you on dispatch of the Products from OSW's warehouse, or when you collect the Products directly from OSW's warehouse.

(b) We retain ownership of the Products (eigendomsvoorbehoud) until we have received payment in full for the Products. You are obliged to retain the Products encumbered with OSW's retention of title separately from other goods, to handle them with due care and to keep them adequately insured against fire, water damage and theft. OSW shall at all times be entitled to collect the Products owned by OSW and you shall authorize OSW or its designee to enter all owned or leased premises in order to exercise its rights associated with OSW's retention of title.

2.8 Product specifications

(a) OSW endeavours to ensure that the descriptions and specifications in relation to the Products on its Website or otherwise provided to you are accurate. However, you acknowledge that photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a quotation, descriptive literature or a catalogue are based on information provided by manufacturers and suppliers and OSW does not guarantee that those descriptions and specification are accurate or free from errors or omissions. OSW reserves the right to make any necessary corrections to the descriptions or specifications of Products without notice.

(b) Any performance data provided by OSW or its suppliers and manufacturers is an estimate only and OSW accepts no liability for any failure in the Products to comply with such performance data.

2.9 Regulatory compliance

You acknowledge that it is your responsibility to check and test all Products for compliance with all relevant applicable standards and regulatory bodies before use, on-sale or application. You must use or apply the Products in accordance with all applicable standards, regulations and guidelines, all manufacturers recommendations and directions and good commercial practice.

2.10 Manufacturer warranty

(a) All Products sold by OSW may come with standard warranty periods offered by the manufacturer as set out on the serial number of the Product, in the Product manual or otherwise on the Website.

(b) Where defective Products are from a manufacturer that offers after-sales and warranty support in the Netherlands, OSW will not issue a replacement of the defective Products and will instead refer you to the manufacturer.

2.11 Refunds and returns

(a) If for any reason you are not completely satisfied with your Product purchase, please contact us via the contact details on our Website.

(b) OSW will only replace returned Products if:

(i) the Products are defective and you comply with the provisions of this clause 2.11; or

(ii) OSW agrees in writing, at its discretion, to accept the return of the Products.

(c) You assume any risk of loss, theft or damaged goods during transit and we therefore advise you take out shipment insurance with your postal carrier. OSW will not be responsible for parcels lost or damaged in transit.

(d) Where we have agreed to replace or refund any Products (whether defective or not), you must within two (2) weeks of the delivery of the Products (unless otherwise directed by OSW):

- (i) pack the Products in their original packaging, including any accessories, manuals, documentation or registration shipped or supplied with the Product;
- (ii) return the Products to OSW either via courier or in person in their original condition, where original condition means the Products have not sustained any damage and have not been fitted or installed; and
- (iii) bear any costs associated with returning the Product to OSW.

(e) If, upon inspection, OSW agrees that the Products are defective, or, at its absolute discretion, agrees to accept the Products, OSW may issue a replacement of the Products, or a refund.

(f) You are not entitled to receive a refund or replacement under this clause 2.11, where Products have been damaged after delivery, or if any attempt has been made to alter the Product in a manner not authorised by OSW. All Products must be returned in their original condition. All postage and insurance costs are to be incurred by you. Any freight or delivery costs paid on the original order is non-refundable.

(g) When Products are refunded at OSW's discretion, OSW may charge you an additional re-stocking charge of 3% of the total purchase price of the returned Products.

3. Intellectual Property

The intellectual property rights in the Website and any Products or Services that OSW supplies are, and shall remain, the property of OSW or its third party licensors, insofar as these rights do not (also) accrue to the manufacturers. You must do all things that OSW reasonably requires to perfect OSW's right, title and interest in and to our intellectual property rights. When using our Website, you must use reasonable endeavours to prevent any infringement of our intellectual property rights and promptly report to us any such infringement that comes to your attention.

4. Termination or suspension

(a) We may cancel or suspend your Account and/or access to our Products and Services at any time at our absolute discretion if:

- (i) you commit a material breach of any agreement with us (including these Terms) and (if such breach is remediable) you fail to remedy that breach within 14 days after being notified in writing to do so;
- (ii) you repeatedly breach any agreement with us (including these Terms) in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to such agreement; or
- (iii) you are or threaten to become insolvent.

(b) Where your access to your Account and/or Services is terminated under clause 4(a):

- (i) you must immediately pay to us all amounts that you owe to us or that otherwise relate to Products or Services supplied up to the date of termination; and
- (ii) all access to your Account and any licenses granted under these Terms are immediately terminated.

5. Force majeure

(a) OSW is entitled to invoke force majeure (overmacht) if the execution of the Agreement, in whole or in part, temporarily or otherwise, is prevented or hindered by circumstances that should not reasonably be for the risk of OSW, which shall include but not be limited to late or incorrect delivery by OSW's suppliers or carriers, delays due to traffic situations, government measures, fire, water damage, disruptions in power supply, breakdowns in hardware and software, disruptions in the internet or in e-mail traffic, illness of persons involved in the performance of an agreement, destruction of OSW property, theft, strikes, and business interruptions.

(b) In the event of force majeure on the part of OSW, its delivery and other obligations will be suspended and OSW will be authorized to dissolve the agreement without obligation to pay damages.

(c) If at the onset of force majeure OSW has already partially fulfilled its obligations, or OSW can only fulfill part of its obligations, it is

entitled to charge you separately for the part already delivered or the part that can be delivered.

6. Limitation of Liability; Product Warranty

(a) Any Product descriptions or other material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy.

(b) OSW shall not be liable for damage of any kind, arising from or relating in any way to any agreement with us (including these Terms) or any goods or services provided by OSW or arising out of or related to the use, inability to use or performance of the Website or the Linked Sites and any materials posted on those sites, unless such damage is the result of willful intent or gross negligence on the part of OSW.

(c) Products sold by OSW will have only the benefit of any warranty given by the manufacturer. All other express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded. Where any law implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then to the maximum extent permitted by applicable law, OSW's liability for breach of that non-excludable condition, warranty or guarantee will, at OSW's option, be limited to:

(i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and

(ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

(d) In no case shall OSW be liable for indirect damage suffered by you or your customers or third parties, including without limitation any consequential damage, loss due to business disruption, personal injury, lost profit, damage to goodwill or reputation.

7. Indemnity

You indemnify OSW, our directors, employees and agents in respect of any liability, loss, claim, and expense arising out of or in connection with:

(a) any unauthorised use of your Account;

(b) any use by you or your Personnel of the Website;

(c) any claims from you, your Personnel or third parties associated with Products delivered by OSW to you; and

(d) any claim that any information that you provide to us or upload or make available on the Website, its use, storage, reproduction or communication, infringes another person's rights.

8. Acceptable use

You must, and must ensure that your Personnel, lawfully and ethically use our Services, the Website and its hosting infrastructure. Without limiting the generality of this clause 8:

(a) you must use the Services and the Website in compliance with applicable law;

(b) you must not infringe any third party's intellectual property rights;

(c) you must use commercially available anti-virus software on each device that connects to our Website;

(d) you must comply with any instruction from us to delete or remove any material that we believe breaches these Terms or is the result of our lawful instruction to remove content;

(e) you must not mirror or frame any part of the Website;

(f) you must not amend or delete any copyright or proprietary notice from any materials downloaded from the Website or any other site accessible as part of the Services;

(g) you must not load or publish any material that:

(i) contains any virus, trojan horse, worm or other programs that have an adverse effect on our Website or Services, the hosting infrastructure or the internet;

(ii) threatens the integrity and security of the Website or Services, the hosting infrastructure, the internet, or other users of the Website or Services and their systems; or

(iii) is threatening, abusive, offensive, endangers any person, is unlawfully discriminatory or immoral.

9. Privacy

(a) Each party must comply with all applicable privacy legislation with respect to the use and handling of any information submitted to, or extracted from, the Website, or otherwise collected by OSW, including the General Data Protection Regulation and any ancillary rules as amended from time to time.

(b) By agreeing to these Terms, you acknowledge and agree to the terms of our privacy policy available on our Website. Any information we collect about you will only be used, handled and disclosed in accordance with our privacy policy.

10. Linked Sites

The Website may contain links to other websites (Linked Sites), which are not operated by us, including those of our partners. We have no control over the Linked Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms contained within each such site.

11. Amendments to Terms

OSW reserves the right to amend these Terms at all times. Any changes will apply to newly concluded agreements and not to agreements that have already been concluded.

12. Governing law and jurisdiction

All legal relationships between OSW and you are exclusively governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Disputes shall exclusively be submitted to the district court in Amsterdam, the Netherlands.

13. Invalidity

If any part of the Terms is unenforceable, the enforceability of any other part of the Terms will not be affected and all other clauses remain in full force and effect.

14. Communications

If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by email. We will confirm receipt by contacting you in writing, normally by email. If we wish to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

15. Definitions

In these Terms, except where the context otherwise requires:

(a) **Account** means an online account with OSW.

(b) **Linked Sites** has the meaning set out in clause 10.

(c) **OSW** or we /us/ our refers to OSW Netherlands B.V., having its office at **Boeingavenue 215, 1119PD Schiphol-Rijk, the Netherlands**, and registered with the commercial register under number 86181149.

(d) **Personnel** means, in respect of a party, any of its employees, consultants, suppliers, subcontractors or agents.

(e) **Product** means solar products and related accessories sold by OSW.

(f) **Purchase Order** has the meaning set out in clause 2.1(a).

(g) **Replacement Request** has the meaning set out in clause 2.5.

(h) **Sales Order** has the meaning set out in clause 2.1(d).

(i) **Services** means the rendering of advice and/or other services provided by OSW on the Website or otherwise.

(j) **Terms** means these terms and conditions of sale.

(k) **Website** means each website operated by OSW for the sale of Products and/or provision of the Services, including www.onestopwarehouse.com.

(l) **you** means a person or legal entity who submits a Purchase Order or accesses the Website.