

# SPECIAL TERMS AND CONDITIONS

## SOLAR ENERGY SYSTEM

### General

**Introduction.** These special terms and conditions for the Solar Energy System category are supplemental to, and form an integral part of, Ahlsell's General Terms and Conditions of Sale applicable from time to time. In the event of conflicting terms, these specific terms take precedence.

In these Special Terms and Conditions, the following terms shall have the meanings set out below:

**"Design service"** refers to the consultancy service that Ahlsell offers for the design of solar energy systems. The design service only covers the design of solar energy systems, but not any subsequent purchase of Products.

**"Solar energy systems"** refers to panels, inverters, mounting systems, battery storage and associated products.

**Applicable industry terms and conditions.** In addition to these General Terms and Conditions of Sale, industry terms and conditions ABK09 ("**Industry Terms and Conditions**") apply to the sale of the Design Service. The industry terms are included in these General Terms and Conditions of Sale by reference due to copyright reasons.

### Terms and conditions of delivery

**Shipping and receipt.** The following applies unless otherwise agreed, the actual shipping cost is charged to the Buyer. Risk of loss for the Products will pass to the Buyer upon delivery of the Products.

Unloading takes place from the side of the vehicle to the dock or ground at the spot designated by the receiver. Unloading is carried out by the person operating the car and the receiver provides necessary assistance (which may include unloading by forklift truck if required). Ahlsell reserves the right to invoice the Buyer for any additional costs in the event the receiver is unable to provide necessary assistance with unloading, or the unloading time is materially exceeded. If special freight or unloading conditions have been notified, the Buyer is responsible for ensuring that these are satisfied, as well as liable for any additional costs arising out of neglect of such responsibility.

### Liability

**Liability for delays, defects, and deficiencies.** Ahlsell's liability for delays, defects and deficiencies in the Design Service, and the remedies available to the Buyer as a consequence thereof are set out in the applicable Industry terms and conditions, subject to the modifications which follow from these General Terms and Conditions of Sale. The Buyer must reach an agreement with the responsible salesperson at Ahlsell prior to taking troubleshooting and remedial action. If the Buyer begins searching for the error themselves, the Buyer is entitled to be reimbursed for the costs for troubleshooting, if covered by Industry terms and conditions and if the Buyer has given Ahlsell the opportunity to provide troubleshooting instructions.

Ahlsell's liability for delays, defects and deficiencies in a Product, and the remedies available to the Buyer as a consequence thereof, follow from the terms and conditions and warranties provided by the manufacturer to Ahlsell. Complaints regarding the Product can only be settled after the manufacturer of the Product has given its opinion. Ahlsell undertakes to assist in the administration of the process with the relevant manufacturer.

**Limitation of liability.** Ahlsell shall at no time be liable for indirect damage, costs, or losses (such as, but not limited to, loss of profit, loss of production, or loss of goodwill). Ahlsell's total liability will at no time exceed (i) for Product: 10% of the Product's net price and (ii) for the Design Service: 10% of the Design Service's net price.