

Terms and Conditions Solar energy system nLightPower

These Terms and Conditions apply to all offers and quotations, all advice and mediation meetings, all services, deliveries, and all agreements of, on behalf of and with nLightPower. These Terms and Conditions can also be viewed on the Website of nLightPower: www.nlightpower.com

Article 1 Definitions, deviations, amendments

1.1 In these Terms and Conditions, the following definitions apply:

Acceptance protocol: The proof of acceptance of an Operating System to be signed by the Customer.

Services: The services to be provided by or on behalf of the Contractor with regard to the installation of the solar energy system, mediation services, maintenance, monitoring and repair services, consultancy services, and related services, as further described in the Quotation.

Contractor: nLightPower, established in Curaçao.

Installer: The installation company that the Contractor engages for advice, delivery, installation, maintenance, and/or repair of the Products.

Customer: Any natural or legal person who purchases Products and/or Services from the Contractor c.q. to whom Contractor makes a Quotation.

Quotation: The quotation made by the Contractor to the Customer for the delivery of Products and/or Services, including these Terms and Conditions.

Order Confirmation: A communication with which the Customer agrees to the Quotation.

Agreement: An agreement between the Contractor and the Customer for the delivery of Products and/or Services. The Agreement consists of the Quotation signed by Parties (or, in case of an Order Confirmation, the Quotation, and the Order Confirmation), including the accompanying appendices, among which these Terms and Conditions.

Price: The price and other fees for the Products and/or Services that the Customer owes to the Contractor, as specified in the Quotation and/or the Agreement.

Additional and less work: additions to or reductions of the agreed Services desired by the Customer, or unforeseeable additions deemed necessary by the Contractor, which lead to additional payment on top of or withholding from the Price.

Products: The solar panels, as well as all other components and materials required for the composition of a solar energy system for the generation of electricity by means of (sun) light and the temporary storage thereof, including the inverter, batteries, any optimizer(s) and the supporting structure.

Terms and Conditions: These conditions.

Working System: A system for generating electricity by means of (sun) light and its temporary storage, including the inverter, batteries, any optimizer(s), and the supporting structure, which has been delivered and tested for operation by or on behalf of Contractor.

Website: the website of Contractor, www.nlightpower.com

1.2 In the event of explicit deviations from the provisions of these Terms and Conditions in the provisions of the Quotation, the provisions of the Quotation shall prevail.

1.3 The Contractor reserves the right at all times to amend or supplement these Terms and Conditions.

The Contractor will announce such a change in a timely manner.

Article 2 Quotation, Agreement, delivery, cancellation

2.1 A Quotation has a validity period as stated in the Quotation. Until the moment that a Quotation is signed by the Customer, or the Customer has confirmed his agreement to the Quotation by means of an Order Confirmation, the Contractor has the right to withdraw or change the Quotation.

2.2 The Agreement is concluded the moment the Customer agrees with the Quotation, through signing, through an Order Confirmation, or otherwise.

2.3 The Quotation contains the estimated date of receipt of the Products as well as an indicative date for installation, based on the estimated date of receipt. The Products are ordered after the Agreement has been concluded. If a change in circumstances on the part of the Contractor occurs which results in a delay, including, for example, changed receipt date of ordered Products, the unavailability or later availability of Products, the indicative date for installation will be adjusted accordingly, in consultation with the Customer.

2.4 Up to 14 days before the indicative installation date, the Customer may change the installation date free of charge. After that, changing the date will incur costs that will be announced on the Website.

If the Customer is not present on the date for installation, the Contractor may charge the call-out costs.

2.5 The Contractor will in principle deliver the Products and Services that have been agreed with the Customer. However, in view of the technological developments in the field of the Products, the Contractor is at all times entitled to supply other, technically equivalent, or newer versions of the Products, if this cannot reasonably be expected otherwise from the Contractor for practical or commercial reasons. Minor deviations in (specifications of) the delivered Products compared to what is included in the Quotation, in principle, do not constitute grounds for compensation and/or dissolution.

2.6 The risk of loss or damage to the Products passes to the Customer at the time of signing the Acceptance Protocol.

2.7 If, after the Customer has signed the Quotation:

a. despite the provisions of Article 5.6, it appears that the condition of (the roof of) the immovable property where the Products are installed is not satisfactory; or

b. it appears that any required permit or permission as referred to in Article 5.7 will not be granted, then both the Contractor and the Customer have the right to dissolve the Agreement, without prejudice to the Customer's obligations to compensate the Contractor for costs and damage.

2.8 The Contractor offers customers the opportunity to take out a loan with a third-party financier for the purchase of Products. However, the Contractor cannot guarantee to obtain a loan, nor does it bear any responsibility or have any liability towards the Customer in this regard. Failure to obtain a loan can only lead to the dissolution of the Agreement by the Customer if this was expressly stipulated when entering into the Agreement. Termination or dissolution, for this reason, leads to the Customer being liable for costs incurred and damage suffered by the Contractor, for example, because the latter has already incurred costs and/or has entered into obligations in the performance of the Agreement that cannot be undone or mitigated without financial consequence.

Article 3 Price

3.1 The Customer owes the Contractor the Price as specified in the Quotation. Obvious errors in the Quotation (including in the quotation), such as obvious inaccuracies, can also be corrected by the Contractor after the Agreement has been concluded.

3.2 The Price may be payable in installments (including a down payment) if specified in the Quotation.

3.3 Payment(s) must be made within 15 days of the invoice date, in accordance with the offered payment schedule.

3.4 The Customer waives any right to a settlement of mutually owed amounts. Warranty claims do not suspend the Customer's payment obligations.

3.5 In the event that a Customer does not (timely) fulfill any payment obligation, the Customer is legally in default without notice of default being required, and the Contractor, without prejudice to its other rights, is entitled to charge statutory interest on the entire outstanding amount, from the due date of the invoice up to and including the day of full payment.

3.6 If the Contractor has to take collection measures after the due date of the invoice, the Customer will owe extrajudicial collection costs. The extrajudicial collection costs owed by the Customer amount to at least 10% with a minimum of Nafl. 500, -. Delivery of Products and/or Services can be suspended until payment of the invoiced amount, including interest and costs owed.

3.7 All prices and amounts stated by the Contractor are exclusive of OB and any other taxes and levies, unless stated otherwise.

Article 4 Retention of title

4.1 Title to and ownership of all Products delivered by the Contractor to the Customer remains with the Contractor as long as the Customer has not fulfilled all its payment obligations – for whatever reason – towards the Contractor and only transfer to the Customer when the Customer has fulfilled all its payment obligations – for whatever reason – towards the Contractor.

4.2 Until title in a Product has passed to the Customer, the Customer may not pledge the Product, transfer title as security, or grant to third parties any other right in respect of the Products, unless and insofar as otherwise explicitly agreed with the Contractor.

4.3 If:

- a. the Customer files for bankruptcy is declared bankrupt or has been granted a moratorium; or
- b. the debt rescheduling of natural persons has been declared applicable to the Customer; or
- c. any attachment is levied on its goods, the

Customer is obliged, as long as the ownership of the delivered Products belongs to the Contractor, to immediately inform the Contractor of this and furthermore to inform the curator or the executing bailiff that the Products are the property of the Contractor.

4.4 The Customer undertakes, as long as title and ownership of the delivered Products have not passed to Customer, to inform the Contractor if he proceeds to sell the immovable property on/in which the delivered Products are located. He is also obliged to inform the buyer that the Products are the property of the Contractor.

4.5 The Customer is obliged, as long as title and ownership of the delivered Products have not passed to Customer, to manage and protect the Products with the necessary care, as if they were his own.

4.6 If the Customer fails to fulfill its payment obligations, the Contractor is entitled to take back the Products delivered, without prejudice to the other rights accruing to the Contractor. The Customer herewith grants the Contractor permission to remove and retrieve the Products if necessary for that situation. The Customer will provide the Contractor with every opportunity to do so. This permission also refers to the situation in which the Contractor has or may have lost ownership/title to the Products by law. Removal of the Products is at the expense of the Customer. When removing the Products, the Contractor is not obliged to remove the pipes, fittings, etc. installed for the Products or to carry out any repair to restore the previous situation.

Article 5 Installation

5.1 The Products are installed and connected by the Installer at the Customers' premises.

5.2 Delay in the start or in the continuation of work as a result of insufficient or late provisions on the part of the Customer, will be for the account of the Customer.

5.3 The Installer carries out the following activities:

- a. He explains to the Customer what work will be performed, approximately how long it will

take, how the panels will be placed, where the inverter and any optimizer(s) will be hung and the batteries will be placed, what will be done on the fuse box and how the cables run and how they are pulled and handled. The wishes of the Customer will be taken into account as much as reasonably possible and responsible.

b. The Installer will point out to the Customer the, at first sight, recognizable and relevant to the work:

- i. inaccuracies in the assigned work;
- ii. inaccuracies in the methods and constructions required by the Customer;
- iii. defects in the movable or immovable property on which the work is performed;
- iv. defects in or unsuitability of materials or aids made available by the Customer;
- v. inaccuracies in or defects in the Customer's electrical installation that hinder or prohibit the correct installation of the Products
- vi. inaccuracies in the information provided by or on behalf of the Customer;
- vii. all the foregoing insofar as these become apparent to the Installer before or during the execution of the work.

c. He places the solar panels on the designated location, connects them, installs the inverter, batteries, and any optimizer(s), takes care of all necessary cabling and connections, and delivers the installation in working order, in such a way that there is an Operating System.

d. Damage to (im)movable property that occurs during the installation and is attributable to the Installer, will be reported to the Customer and will be repaired immediately if possible. If damage repair is not immediately possible, a new appointment will be made.

e. After installation, the Installer leaves the product documentation with the Customer, containing the user instructions, the Warranty documentation and the technical specifications.

f. After completion of the work and delivery of a Working System, the Customer must sign the Acceptance Protocol, which serves as proof of acceptance of a Working System.

5.4 The Customer shall ensure at its own expense and risk that:

a. the Installer's personnel, as soon as they have arrived at the place of installation, gain access and can start and continue to perform the work during normal working hours and, moreover, if the Contractor or the Installer deems this necessary, outside normal working hours;

b. the access roads to the installation site are suitable for the required transport;

c. the designated place of installation is suitable for storage and mounting;

d. that the necessary architectural, mechanical, and electrical provisions are made in good time, that connection points, as well as electrical power and the necessary lockable storage space, are made available to the Contractor or the Installer, and that all necessary and/or requested adjustments to the Customer's electrical installation have been made and all safety and other precautions are taken, which are necessary in connection with the installation of the Products;

e. appropriate measures are taken to prevent damage to other goods and injury to persons that could arise as a result of the work to be performed;

f. there is no asbestos in the place where the Products are installed. If it turns out that asbestos is still present, the installation will be stopped. In that case, the Customer can dissolve the Agreement, against payment of the costs already incurred by the Contractor. If the Customer does not dissolve the Agreement, the Contractor will (only) resume the installation once the asbestos has been removed by and for the cost of Customer. The costs incurred by the Contractor in connection with dismantling the installation will be borne by the Customer;

g. insofar as applicable, the Contractor has timely access to the approvals and permits required for the installation, as well as the information to be provided by the Customer in connection with the implementation of the installation.

5.5 The Customer must ensure that (preparatory) work and/or delivery that is not part of the installation work to be performed

by others, is performed in such a way and on time that the performance of the work by the Contractor and/or the Installer is not delayed. If a delay within the meaning of this paragraph nevertheless arises, the Customer must notify the Contractor within 7 days of the occurrence of the circumstances causing the delay, and in any case before the installation date.

5.6 Unless otherwise agreed, the Customer will have ascertained on its own initiative before signing the Quotation the adequacy of the construction on which the Products are installed and its bearing capacity, and the Customer is liable towards the Contractor for all damage and costs that the Contractor or the Customer itself may suffer as a result of defects in or insufficient bearing capacity of that construction.

5.7 Unless otherwise agreed, the Customer shall have ascertained on its own initiative before signing the Offer that no building or other permit or permission is necessary for the installation of the Products, or that such building or other permit or permission, if necessary, will have been obtained. If it appears that a necessary building or other permit or permission is refused and the Products cannot be installed or must be replaced or removed, the Customer is liable towards the Contractor for all damage and costs that the Contractor or the Customer itself may suffer as a result.

5.8 The Customer bears the risk for costs and damage caused by or related to:

- a. inaccuracies in the information and/or assigned work provided by the Customer;
- b. inaccuracies in the constructions and working methods required by the Customer;
- c. defects in materials or aids made available by the Customer;
- d. deficiencies in the Customer's electrical installation;
- e. defects in the movable or immovable property on which the installation work is carried out.

5.9 The Contractor will make every effort to carry out the installation or have it carried out in a timely manner. However, the Contractor is not liable for direct and indirect damage if he

fails to carry out the installation or have it carried out on time.

5.10 The Installer will not perform any additional work, such as but not limited to cutting, masonry, carpentry, painting and plastering, unless expressly included in the Quotation.

5.11 Additional and less work will be settled separately with the Customer in the form of a debit or credit note.

Article 6 Warranty, maintenance services

6.1 The Products come with a standard manufacturer's warranty and with 3 months of free maintenance. The content, conditions and term of the standard factory warranty may differ per Product Part and these are indicated by the Contractor in the Quotation and/or attached as appendix(s) to the Quotation. It is also stated in or with the Quotation whether the Customer can purchase additional warranty and/or maintenance and for which Product parts, what is included in maintenance services, as well as the price and duration of such additional warranty and maintenance. The Customer can only decide to purchase an additional warranty during 24 months after the date of the initial Agreement. The Client may at all times decide to purchase additional years of maintenance, as offered by Contractor.

6.2 The warranty period for the installation work is 5 year after delivery of a Working System.

6.3 The Contractor has the right to transfer the rights under the warranties that it obtains from its suppliers to the Customer.

6.4 Contractor will execute the warranty obligations. In case of warranty claims, the original invoice must be submitted by the Customer, and the Customer needs to contact the Contractor.

6.5 Without prejudice to the relevant provisions of the law, repair or replacement of solar panels and/or other Product parts will not lead to an extension of the applicable warranty period; the original warranty period (plus additionally bought warranty, if any) continues to apply.

6.6 The Customer must make a complaint with regard to externally observable shortcomings within 4 (four) weeks after installation.

6.7 Complaints with regard to other shortcomings must, on penalty of loss of any claim against the Contractor or its suppliers, be made within 2 (two) months after their manifestation.

6.8 Furthermore, the Customer's right to warranty and maintenance lapses if:

- a. the user instructions provided by the Contractor with regard to the use or maintenance of the Products have not been followed exactly;
- b. the Products have been used improperly or not in accordance with the agreed or usual destination;
- c. damage or shortcomings have arisen due to shortcomings of the (im)movable property in or to which the Products are installed;
- d. the Customer or third parties not engaged by the Contractor have performed work on the Products without the Contractor's permission;
- e. the Customer fails to fulfill any of its obligations towards the Contractor arising from the underlying agreement, or fails to do so properly or in a timely manner;

6.9 Excluded from the warranty and maintenance obligations are:

- a. Damage due to fire, explosion, flood, moisture and water damage, storm, hurricane, direct and indirect lightning strike, earthquake and other disasters;
- b. Damage caused by actions of persons other than employees or subcontractors of the Contractor;
- c. Damage by animals, vandalism, theft, and molestation;
- d. Damage caused by aggressive vapors, liquids, cement, lime, paint, cleaning agents, etc.;
- e. Damage caused to or by materials used during the installation on the express instructions of the Customer, while the Installer has advised against the use of these materials.
- f. Damage/defects that are the result of changes in shape in the architectural

substructures or supporting structures, insofar as they are not part of the Products

g. Damage/defects that are the result of unsuitable/inadequate environmental conditions of the location in/on which the Products are installed.

Article 7 Liability

7.1 The Contractor's (direct and indirect) liability in connection with any shortcomings in goods and/or services delivered by it is limited to compliance with the guarantee described in Article 6.

7.2 The Contractor is never obliged to pay replacement or additional compensation, except if and to the extent that the damage suffered is caused by intent or gross negligence on the part of the Contractor, its own employees or the Installer's (employees). Subject to intent on the part of the Contractor itself (including individual employees, or the Installer and/or his employees), however, the Contractor's liability for consequential, incidental, punitive, special or indirect damages, or damages for loss of profits, revenue, or use incurred by the customer or any third party, whether in contract or in tort, is excluded at all times, even if advised of the possibility of such damages.

7.3 In all cases in which the Contractor is obliged to pay compensation, this will never exceed the invoice value of the Products and Services delivered as a result of or in connection with which the damage was caused.

7.4 The Contractor accepts no liability towards the Customer for damage as a result of the circumstances referred to in Articles 6.8 and 6.9.

7.5 The Customer indemnifies the Contractor against any claims from third parties, including the tenant, user, owner, and/or mortgagee of the (im)movable property, in connection with the installation, operation, and presence of the Products.

Article 8 Intellectual property and confidentiality

8.1 The Customer expressly acknowledges that all intellectual property rights to all Products delivered, including the Quotation, designs, manuals, documentation, reports, information displayed, communications, or other expressions relating to the Products, are vested in the Contractor, its suppliers, or other rights holders.

8.2 The Customer is not permitted to imitate the Products, nor change, resell or put them on the market in any other way unless the nature of the delivery dictates otherwise or expressly agreed otherwise in writing.

8.3 The Contractor declares that, to the best of its knowledge, the Products delivered by it, provided they are used in accordance with the purpose provided for in the Agreement, do not infringe intellectual or industrial property rights or other rights of third parties. If, nevertheless, to the detriment of the Customer, in proceedings brought against the Customer by a third party, the Curaçao court determines in a decision that is not or can no longer be appealed that a Product supplied by the Contractor infringes intellectual or industrial property rights, or other rights of third parties, the Contractor will only be obliged at its discretion, but after consultation with the Customer, to replace the Product in question with a functionally equivalent Product that does not infringe the relevant right, or acquire a right of use for the Customer in this respect, or to take the Product concerned back against reimbursement of the price paid for it minus normal depreciation.

8.4 The Agreement contains information confidential to Contractor ("Confidential Information"). Confidential Information shall include, but not be limited to, the terms and pricing under this Agreement, the technical and other specifications for the Products, Services and settings and all information identified as confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of Customer; (b) was in the Customer's lawful possession prior to the

disclosure and had not been obtained by Customer either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the Customer by a third party without restriction on disclosure; or (d) is independently developed by Customer. Customer agrees to hold Confidential Information in confidence during a period of five years. Customer agrees, that unless required by law, it shall not make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the Agreement.

Article 9 Force majeure

9.1 The Contractor is entitled to invoke force majeure if the performance of the Agreement in whole or in part, temporarily or otherwise, is prevented or complicated by circumstances reasonably beyond its control, including delayed delivery to the Contractor of Products ordered from third parties, parts, goods or services.

9.2 In the event of force majeure on the part of the Contractor, its obligations will be suspended. If the force majeure lasts longer than six months, the Contractor is authorized to dissolve the Agreement by means of a written statement.

Article 10 Termination and dissolution

10.1 If:

- a. the Customer fails to fulfill one of its obligations towards the Contractor; or
- b. the Customer files for or is declared bankrupt; or
- c. the Customer has been granted a moratorium,

then the Contractor has the right, without further notice of default being required, to dissolve the Agreement in whole or in part extrajudicially by means of a written statement, without prejudice to all other rights it has legally or contractually.

10.2 Contracts for additional maintenance and/or additional warranty can be terminated prematurely, towards the end of a contract year (12 months). Termination does not entitle

the Customer to a refund of amounts already paid.

Article 11 Privacy

11.1 The Contractor acquires personal data when applying for a service or product and during maintenance.

The Contractor uses the data for accepting the application, executing the agreement, risk management, maintenance, and marketing purposes. The data is processed with due observance of the provisions of the National Ordinance on the Protection of Personal Data.

Article 12 Transfer

12.1 The Contractor is at all times entitled to transfer the Agreement and the rights and obligations thereunder to a third party,

including a group or subsidiaries of the Contractor. The Customer can only transfer the Agreement and/or rights and obligations thereunder after having obtained written permission from the Contractor.

Article 13 Applicable law and competent court

13.1 All quotations of and agreements concluded with Contractor and legal relationships arising therefrom are exclusively governed by Curacao law.

13.2 The court in Curacao is exclusively competent with regard to disputes between parties.