



FuturePower4All B.V.

Dorpsbleek 14

7641LL Wierden

Camber Of Commerce: Veluwe en Twente no. 61083321

GENERAL DELIVERY TERMS FUTUREPOWER4ALL

In this document “**FP4All**” is an abbreviation for “**FuturePower4All B.V.**”

General

These general conditions apply to all transactions and agreements between buyer and FP4All and all products, offers, quotations and invoices of FP4All. Deviations from these terms and conditions can only be agreed in writing and in cooperation with FP4All and relate only to the relevant not closed agreement.

Orders and agreements

The customer is fully responsible for the accuracy of information provided with the order. FP4All reserves the right to assume that customer data is correct and also reserves the right to refuse or not to perform an order. If acceptance of an order for any reason whatsoever proves impossible, then FP4All will in cooperation with the customer try to find a solution. FP4All cannot guarantee the safety of the Internet connection and the possibility of interception or disruption of data sent between FP4All and buyer. FP4All will therefore not be liable in any way what so ever.

Prices

All prices are in Euro (€) including VAT and excluding shipping and legal contributions unless stated otherwise. FP4All reserves the right to change prices and terms as long as no agreement has been reached. Discounts are considered to be single time event. Earlier received discounts will not bind FP4All in no way on a subsequent order. There cannot be any rights derived from prices, which are not mentioned on an offer or agreement.

Payment

Payment will be performed by bank transfer, credit card or online banking. Orders will only be processed after the complete payment is received. FP4All reserves the right to charge transaction fees. The customer will informed upfront when this is valid. The buyer must pay the total invoice amount or if agreed a deposit within 14 days after invoice date. FP4All reserves the right to cancel orders if the customer fails to pay within the specified period. In case of the partial or deposit payment agreement the open amount has to be paid before the products will be delivered.

Collection costs

If the client is in default or a breach to fulfill its obligations, all reasonable costs incurred in obtaining payment out of court are on behalf of the customer. If the customer remains in default for the timely payment of a open sum of money, he forfeits a immediately payable fine of 20% of the outstanding amount with a minimum of Euro 50,00. If FP4All makes higher costs, which were reasonably and necessary, these costs will also have to be paid by the customer. Any reasonable judicial and execution costs are also borne by the client. Also a customer has to pay interest on the collection charges.

Delivery

Delivery will take place with standard couriers unless otherwise stated. Where the supplied material is incomplete, damaged or incorrect, the purchaser has to write, in paper, within 7 days after receiving the material a notice to FP4All. Failing this notice, FP4All reserves the right not to execute the complaint and therefore it is considered that the customer has approved the delivery. The customer is obliged to check goods supplied before using it.

Delivery time

Delivery times are an indication and not binding for FP4All. Exceeding the delivery time also means that FP4All not in any way be held liable. Delivery will commence after receipt of payment. The longest lead time of a product in a supply chain determines the delivery time of complete order.

Ownership

Products remain the property of FP4All, until all obligations (payments) are fulfilled.

Return of material

The customer has the right to return the products within 14 days after reception if there is a, in writing, substantiated reason presented. A return must be notified in advance to FP4All otherwise the products will be refused. Products may not be removed from the package and should be unused, as new, in an undamaged original package and completely be returned. The return shipments of the products are on cost and risk of the customer. The acceptance of the returned material does not mean that FP4All accept the return. Return material should be carefully and properly packaged for transport and will be the responsibility of the buyer. When the products have been returned then the original amount of payment as stated on the invoice will be credited, unless the product does not meet the return conditions. With solar panels and inverters FP4All maintains the right to keep 25% of the paid amount into account because of the invested shipment costs from the Far East. Shipping costs are never credited by FP4All.

Warranty

FP4All guarantees the quality of products for a maximum of 12 months after delivery. For peripherals, solar panels, inverters and other similar products which have factory guarantees/warranties, the producing company will cover these guarantee/warranties and these guarantee/warranties cannot be claimed from FP4All. Factory Warranties or other individual or safeguard quality manufacturer's declarations are solely provided by the manufacturer and not by FP4All. For these claims under the manufacturer's warranties, indemnification or quality- manufacturer's declarations the only legal relationship is applicable between the customer and manufacturer and not the legal relationship between the customer and FP4All. FP4All will do everything in its power to get a replacement product within the warranty period from the producing company. The customer must notify in writing the defect before it can fall under warranty. The customer bears the cost and risk of return shipment of the product. A copy of the invoice serves as proof of warranty and needs to be included in the return package. This warranty does not apply if: - The product that is returned is not sufficient protection against damage during transport. - Customer made changes to the product. - Defects that are caused by incorrect or improper use, such as failure to observe the instructions and will be falling under an assessment by FP4All. - The defect is caused by intent or gross negligence, to be judge by FP4All. - There is an external calamities such as lightning, power outages, natural disasters, etc. The following items are excluded from warranty: - Consumables like cables, connectors and materials per unit cheaper than 35 euro. - Fracture or pressure damage to panels, inverters, LCD or TFT screens etc.

Liability

FP4All is not liable for provided (technical) advice and written / printed errors in catalogs, suppliers or manufacturers technical data and not foreseeable and not for reasonably ascertainable poor quality of the products. The liability of FP4All always will be limited to the amount of money paid of the original invoiced products. FP4All cannot be held liable for any financial loss on a system or product, for loss of warranty of a product, for defective or malfunctioning system or products such as inverters, solar panels or other equipment where problems have occurred after the installation of an FP4All product or delivered products or systems in general. Installation of FP4All products is therefore always at the risk of the customer or user.

Force

Parties are not obliged to fulfill any obligations if they are hindered due to a circumstance that are not due to negligence according the Dutch law or a legal act or generally accepted practice. Force majeure is in these terms and conditions in addition to what is included in the Dutch law and jurisprudence, all external causes, foreseen or anticipating, which FP4All cannot influence but which prevents FP4All is unable to meet its obligations. We are also entitled to invoke force majeure if the circumstance rendering (further) fulfillment at any time. Parties may, during the period of force majeure shift the obligations in time under the agreement. If this period lasts longer than two months, either party will be entitled to terminate the agreement without any obligation to pay damages to the other party. During the occurrence of force majeure FP4All can sent already the invoice for the parts of the agreement that have been fulfilled. The client is obliged to pay this invoice as if it were a separate agreement.