

General terms and conditions for supplies from Sunbeam BV

Section 1. General

1. These terms and conditions apply to any offer and agreement between Sunbeam BV and another party, unless the parties have explicitly agreed in writing to deviate from these terms and conditions.
2. These terms use the following definitions:
 - Product: the entirety of components which constitutes the support construction for solar panels.
 - Other party: each natural or legal person buying products and/or services from Sunbeam BV
3. The applicability of any terms and conditions of purchase or sale from the other party is explicitly rejected.
4. If Sunbeam BV does not always require strict observance of these terms and conditions, this does not mean that their stipulations are not applicable or that Sunbeam BV has forfeited the right in any way to require strict observance of the stipulations of these terms and conditions in other cases.

Section 2. Price quotations and offers

1. All price quotations and offers from Sunbeam BV are without obligation unless the quotation gives an acceptance deadline. A quotation expires if the product to which the offer relates is no longer available.
2. Sunbeam BV cannot be bound by its quotations or offers if the other party could reasonably be expected to understand that quotations or offers, or parts of them, include an obvious mistake or error.

Section 3. Agreement and termination

1. An agreement comes into being when the other party places a written order/assignment with Sunbeam BV and Sunbeam BV confirms the order/assignment in writing. In writing also includes electronically.
2. Sunbeam BV is authorised to suspend the fulfilment of its obligations or terminate the agreement if the other party fails completely or partly to fulfil its obligations under the agreement or fails to fulfil them punctually.
3. If the agreement is terminated, the claims of Sunbeam BV against the other party can be demanded immediately. If Sunbeam BV terminates fulfilment of the obligations, it still retains its claims under the law and the agreement.
4. If Sunbeam BV proceeds to suspension or termination, it is not in any way bound to pay compensation for losses and costs which thereby arise in any way.
5. If the other party cancels a placed order completely or partially, the other party will be charged in full for items ordered or prepared for that purpose, plus any supply, removal, and delivery costs and labour costs for the time reserved for the execution of the agreement.

Section 4. Price

1. If Sunbeam BV agrees a particular price when the agreement is concluded, Sunbeam BV is nevertheless legally entitled to increase the price under the following circumstances, even if the price was not originally quoted as subject to reservation:
 - If the price increase is the result of a change to the agreement;
 - If the price increase is the result of price increases on the raw material market;
 - If the price increase arises from an authorisation granted to Sunbeam BV or an obligation resting on Sunbeam BV by virtue of the law.

Section 5. Payment

1. Payment must always be made within 14 days of the invoice date. Sunbeam BV is legally entitled to issue invoices periodically.
2. If the other party remains in default in the punctual payment of an invoice, the other party is in default by operation of the law. In such a case, the other party is obliged to pay interest of 1% per month, unless the legal interest is higher, in which case the legal interest is due. The interest on the amount which can be claimed will be calculated from the time that the other party is in default to the time of the settlement of the full due sum. The other party is charged for any recovery costs.

Section 6. Supply and transfer of ownership

1. The product will never be supplied until the other party has paid the deposit invoice of 30% of the principal sum.
2. Sunbeam BV has the right to let third parties carry out certain operations.
3. If the agreement is executed in phases, Sunbeam BV can suspend the execution of those parts which belong to a later phase until the other party has approved the results of the preceding phase in writing.
4. The (delivery) times mentioned by Sunbeam are indicative. Stated (delivery) times must never be considered as strict deadlines. If a change in circumstances causes a delay, the delivery date shall be postponed accordingly, regardless of the predictability of the change in circumstances and without prejudice to the provisions on force majeure below. If a delivery is late, Sunbeam must receive a notice of default offering a reasonable delivery time.
5. The ownership of the product is transferred when the other party has paid the final instalment of the principal sum.

Section 7. Circumstances beyond one's control

1. Sunbeam BV is not bound to fulfil any obligation towards the other party if it is hindered as a result of a circumstance which cannot be attributed to negligence, but which still comes at its expense pursuant to the law, a legal act or prevailing business interpretations.
2. In these general terms and conditions, apart from what is included in the law and jurisprudence in these matters, circumstances beyond one's control also include all exterior causes, foreseen or unforeseen, upon which Sunbeam BV cannot exert any influence and which render Sunbeam BV incapable of observing its obligations.
3. Sunbeam BV can suspend its contractual obligations during the period of the circumstances beyond its control.
4. If, at the time of the occurrence of circumstances beyond its control, Sunbeam BV is able to fulfil its obligations partially in the meantime or will be able to fulfil them partially, and the part fulfilled or to be fulfilled is entitled to an independent value, Sunbeam BV is legally entitled to issue a separate invoice for the part fulfilled or to be fulfilled. The other party is bound to settle this invoice as if it were a separate agreement.

Section 8. Reservation of ownership

1. All items supplied by Sunbeam BV within the framework of the agreement are still the property of Sunbeam BV until the other party has properly fulfilled all its obligations in the agreement concluded with Sunbeam BV.
2. Items sold by Sunbeam BV, which come under reservation of ownership pursuant to paragraph 1, must not be sold on to other parties and must never be used as means of payment. The other party is not authorised to pledge the items which come under the reservation of ownership or encumber them in any other way.
3. The other party must always take all measures which can reasonably be expected of it to safeguard the ownership rights of Sunbeam BV.
4. If third parties seize for judgement the items supplied under the reservation of ownership or, as the case may be, establish rights to them or have these rights validated, the other party is obliged to inform Sunbeam BV immediately.
5. In the event that Sunbeam BV wishes to exercise its rights of ownership indicated in this section, the other party grants Sunbeam BV and other parties to be designated by Sunbeam BV unconditional and irrevocable permission in advance to enter all those places where the properties of Sunbeam BV are located and to take them back.

Section 9. Warranty

1. Unless otherwise stated, the warranty period on the product is 10 years after delivery of the product. Sunbeam specifically does not accept liability after the warranty period.
2. If, despite correct installation according to the Installation Manual, damage arises to product components within the warranty period, Sunbeam BV will supply replacement components. The warranty is limited to the replacement of the defective components following a written complaint from the other party within the warranty period. When identical components are no longer available, similar components shall be supplied or the replacement value shall be paid. The total amount of the replacement value shall never exceed the original invoice amount.
3. Any form of warranty expires if the terms of the Warranty Statement accompanying the Product are not met or if a fault arises as a result of, or caused by, improper or incorrect usage, incorrect storage or maintenance by the other party and/or by third parties, if, without the written consent of Sunbeam BV, the other party or third parties have applied, or tried to apply, changes to the item, to which other items have been attached which did not need to be attached, or if these have been treated or processed differently to the prescribed manner. The other party is not entitled to invoke the warranty in any way if the fault has arisen through, or is the result of, circumstances which are completely outside the control of Sunbeam BV. Such circumstances include weather conditions (for example, but not confined to, extreme wind speeds or temperatures) and such like.
4. The other party is bound to examine the supplied product (or to have someone examine it for them) immediately when the product is delivered. Amongst other things, the other party should check that the quality and/or quantity of the supplied product corresponds to what has been agreed and meets the requirements which the parties have agreed in this connection. The other party must notify Sunbeam BV in writing of any faults within two weeks of the discovery thereof. This notification must include as much detail as possible about the fault so that Sunbeam BV is in a position to respond adequately. The other party must give Sunbeam BV the opportunity to investigate a complaint (or have someone investigate it for them).
5. If the other party submits a complaint in good time, this does not suspend its payment obligation. In this case, the other party is still bound to purchase and pay for the other ordered items.
6. The warranty is valid only if the components are used and installed in the manner outlined in the Sunbeam BV installation manual and/or additional instructions provided at the time of delivery.

Section 10. Liability

1. If Sunbeam BV is liable, its liability is limited to what is regulated in this stipulation.
2. Sunbeam BV is not liable for loss of any kind whatsoever which arises because Sunbeam BV has acted on the basis of incorrect and/or incomplete information supplied by or on behalf of the other party.
3. Sunbeam BV is liable solely for direct loss.
4. Sunbeam BV can never be held liable for indirect loss, including consequential loss, loss of profit, missed savings, and loss through corporate or other types of stagnation.
5. If Sunbeam BV is liable for any sort of loss, its liability is limited to a maximum of the value of the invoice of the delivery, or at least to that part of the order to which the liability relates.
6. At all events the liability of Sunbeam BV is always limited to the sum of the payment from its insurance company as the need arises.
7. The other party indemnifies Sunbeam BV against any third party claims with regard to the Product's installation, operation and presence, including such claims raised by the property's owner.
8. The limitations of the liability included in this section are not valid if the loss can be attributed to deliberate or serious negligence on the part of Sunbeam BV or its supervisory subordinates.

Section 11. Applicable law and disputes

1. All legal relationships in which Sunbeam BV is a party are governed solely by Dutch law, even if there is an agreement which is carried out fully or partly abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded. Equally excluded is the application of any existing or future international legislation regarding the purchase of moveable physical items, the operation of which can be excluded by parties.
2. In the first instance, parties shall appeal to the courts after they have made every effort to resolve a dispute by mutual consent. Any disputes which may arise between the parties will be adjudicated by the authorised law courts in the Netherlands in the judicial district where the headquarters of Sunbeam BV is located.