

General Terms and Conditions of Sale

1. Unless otherwise expressly agreed by both parties, only the general and specific terms and conditions of the signed contract and the related invoice shall apply. Any other terms and conditions to which the customer may refer cannot be enforced against BELGA SOLAR.
2. If the contract was signed outside BELGA SOLAR's premises, the customer has a 14-day right of withdrawal. Withdrawal must be made by email or registered mail. After this period, the contract will be executed automatically. This right of withdrawal expires if the customer has paid a deposit. There is no right of withdrawal for contracts signed on the company's premises.
3. No service will be provided until a purchase order has been returned by the customer, dated and signed, to BELGA SOLAR and a deposit has been paid in accordance with the terms of the quote. Repairs are carried out upon request by telephone or email and all invoices are valid by operation of law.
4. All orders are subject to a deposit invoice unless otherwise agreed in writing between the parties. Any deposit paid is non-refundable in the event of cancellation or withdrawal by the buyer, regardless of the reason.
5. Unless otherwise agreed in writing, invoices are payable within eight days of the invoice date. The time required for administrative procedures or visits by an approved body cannot be taken into account to extend or stagger the payment deadline.
6. All invoices are payable by bank transfer.
7. The delivery or physical collection of goods with or without a delivery note constitutes tacit acceptance of the equipment and automatically triggers invoicing and the related terms and conditions.
8. Any complaint relating to services provided must, on pain of nullity, be sent to BELGA SOLAR by registered letter within eight days of receipt of the invoice, or by email with acknowledgment of receipt to the following address: welcome@belgasolar.com
9. In the event of late payment, a first reminder will be sent to the customer free of charge. Any invoice unpaid eight days after its due date shall, automatically and without prior notice, bear late payment interest in accordance with the law of August 2, 2022, on combating late payment in commercial transactions, and a fixed compensation calculated as follows: €20 if the balance due is less than or equal to €150; €30 plus 10% of the amount due on the portion between €150.01 and €500.00; €65 plus 5% of the amount due on the portion above €500.00, with a maximum of €2,000.00 if the balance due is greater than €500.00. The formal notice fee for each additional reminder is €7.50, plus the postage costs applicable at the time of dispatch. Under no circumstances may the customer make any deduction from the invoiced amount, for any reason whatsoever.
10. The customer acknowledges, in accordance with Article 1583 of the Civil Code, that the supplies remain the property of BELGA SOLAR until full payment has been made, plus any interest and costs. However, the risks are borne by the purchaser from the moment of delivery.
11. Eight days after sending a formal notice to pay by registered letter, which has remained without effect, the goods must be returned immediately to BELGA SOLAR, at the expense and risk of the customer, who undertakes to do so, upon simple request from BELGA SOLAR. The dismantling of equipment attached to buildings and carried out by BELGA SOLAR at any time will be done without notice and at the buyer's expense.
12. The limited warranties on the panels shall be valid provided that the defective panel is in its original condition and has not been damaged by external factors. The panels to be replaced shall first be tested using flash and electroluminescence to be compared with the manufacturing database. These tests and the labor involved shall be borne by the seller during the warranty periods mentioned in this contract, provided that the condition corresponds to the original condition, otherwise the buyer shall be fully liable for all dismantling and testing costs. All warranties shall be void if the panels have been cleaned, handled, or damaged by a cause or person outside BELGA SOLAR.
13. Defects in appearance, color, and discoloration are not covered by the warranty.
14. Unless otherwise stipulated in writing, the customer accepts that prices may vary depending on changes in the prices of materials, transport, and raw materials, such that BELGA SOLAR's sales prices (including the deposit) may be adjusted in proportion to the increase in BELGA SOLAR's purchase prices, without this being considered grounds for terminating the contract or refusing payment by the customer.
15. Contractual quantities may be modified in proportion to 5% of the power output depending on changes in the performance of the photovoltaic cells.
16. In general, items and/or prices that have not been included, provided for or described in the quotation, or are not included in the total price, will be charged in the event of additional work and/or additional delivery of goods at the customer's request, at prices in line with the market prevailing at that time, i.e. at the time of performance or delivery.
17. The expected returns for the installation and, consequently, the estimated return on investment cannot under any circumstances constitute a guarantee for the buyer. These are provided for information purposes only and are based on the market and/or legislative situation at a given time.
18. Except in the case of hidden defects, any complaints relating to the goods and services provided must be sent to BELGA SOLAR by registered letter within eight days of receipt, failing which they shall be null and void.
19. The customer acknowledges that they have been properly informed of the quality, instructions for use, handling and manipulation methods, as well as any specific properties of the goods purchased, unless otherwise agreed in writing by both parties. The customer acknowledges that these goods are not intended for any use other than normal use and standard installation of photovoltaic systems as described in BELGA SOLAR's installation instructions.
20. The customer acknowledges having read BELGA SOLAR's installation instructions. A photovoltaic module is an electrical device that presents the inherent dangers of any electrical appliance and may also age when placed outdoors. In order to maintain its performance over time and remain under the manufacturer's warranty, it must be installed correctly in accordance with certain rules set out in BELGA SOLAR's installation instructions. Failure to comply with these instructions will void the manufacturer's warranty for the photovoltaic module and pose a risk to anyone who comes into contact with any part of the photovoltaic installation.
21. A photovoltaic installation can only be carried out by a qualified person. Therefore, the installation of BELGA SOLAR modules must comply with these rules. The installation must also be carried out in accordance with the rules of the country where the installation is planned. It must comply with the technical regulations and requirements of the region in which it is carried out. All electrical and construction rules must be followed. BELGA SOLAR modules comply with CE and IEC 61215 – 61730 standards. The modules can therefore be installed in any country in the European Community, provided that local regulations are complied with. Each certified installer is responsible for knowing and applying the rules in force. BELGA SOLAR's installation instructions are in no way a formal and complete guarantee of the proper functioning of an installation as a whole. All installers are required to perform calculations and analyses prior to installation, particularly those relating to electrical and mechanical configuration (e.g., wind resistance, panel positioning).
22. In the case of the supply of new goods and except in the case of hidden defects, any lack of conformity existing at the time of delivery of the goods and occurring within the warranty period of our suppliers for this delivery must, on pain of nullity, be notified to BELGA SOLAR by registered letter no later than 8 days from the day on which the customer discovered the defect, or within two months from the day on which they should have become aware of it.
23. Any lack of conformity reported by the customer within the time limits and in the manner specified in the preceding articles shall give rise, at BELGA SOLAR's discretion, to the repair or replacement of the defective item. If repair or replacement proves impossible or disproportionate, BELGA SOLAR shall offer an appropriate price reduction or replacement with a compliant item.
24. Unless otherwise stipulated, second-hand goods supplied by BELGA SOLAR are not covered by a warranty.

25. These general terms and conditions are governed by Belgian law and any disputes shall fall under the exclusive jurisdiction of the courts of Dinant. However, the seller may waive this jurisdiction clause and, if it prefers, bring the matter before the competent court under common law.
26. The professional customer is required to take delivery of the ordered photovoltaic panels within 7 calendar days from the date of availability notified by the seller. Panels are delivered exclusively on pallets, the standard packaging being one (1) pallet per batch of 31 panels or fraction thereof. After the aforementioned 7-day period, storage costs of €30.00 per pallet per commenced month will be automatically invoiced to the customer, without prior formal notice, any commenced pallet being due in full. The risk of loss or deterioration of the panels is transferred to the customer upon expiry of the aforementioned 7-day period, notwithstanding the physical retention of the panels on the seller's premises. Should the customer fail to take delivery within 90 calendar days from the date of availability, the seller reserves the right to rescind the sale by operation of law, by simple written notification, without prior judicial recourse. In such case, any deposits paid shall be retained by the seller as a penalty clause, without prejudice to the seller's right to claim additional damages in compensation for the loss suffered. This clause applies exclusively to business-to-business (B2B) relationships; it does not apply to sales concluded with consumers within the meaning of Book I of the Code of Economic Law.

Additional elements related to a photovoltaic installation installed by BELGA SOLAR

27. The purchaser of BELGA SOLAR's installation services shall provide a clear wall space for the inverter and the decoupling cabinet, allowing for a space of at least 15 cm all around, as well as a safe working area for workers. The purchaser shall be responsible for any pre-existing wiring errors or undersizing in the panel. Any modifications to the panel shall be at the purchaser's expense and carried out prior to installation.
28. The seller shall not be liable for any damage caused to water pipes, gas pipes, and electrical cables that are not visible, provided that the buyer has not submitted written plans showing their location (or a written note at the bottom of the contract). In the event of damage, BELGA SOLAR will carry out the necessary repairs to ensure the proper functioning of the damaged installation, but all costs will be borne by the customer.
29. If, despite the analysis carried out at the time of the offer, it turns out that the materials are brittle, porous, or damaged by time and make it impossible to carry out the work in accordance with best practices, the seller may either stop the work or propose a reasonable additional cost to continue the work with the defective elements (e.g., part of the roof) brought into compliance. The same shall apply if the roof has an unusual installation that makes the work more difficult than expected (e.g., screwed or nailed tiles).
30. The purchaser of a photovoltaic installation installed by BELGA SOLAR remains responsible for the monitoring/maintenance of their installation and for any modifications made to it by external factors, including the presence of shade.
31. The seller is responsible for the electrical part of the photovoltaic generator, which will be accepted, but BELGA SOLAR cannot be held responsible for the general electrical installation of the building/installation site.
32. Scaffolding may sometimes be necessary and may require drilling 12 mm diameter holes in the facade. These holes will be made as discreetly as possible and filled with gray or white cement. The seller cannot guarantee that the facade cladding will remain in perfect, original condition after the work has been carried out and cannot be held liable in any way, given that the buyer is ultimately responsible for safety on the construction site.
33. For installations of less than 10 kVA, the buyer must ensure that there is at least one 300 mA type A residual current device and that it is in good working order, as well as an earth connection and its isolator (max. 30 Ohms). Tests and measurements are not carried out during the offer and will therefore be done during the installation. The grounding will be restored at the buyer's expense at the current price (i.e., stake and isolating switch). The replacement of the residual current device will be billed per unit. The seller is not responsible for any malfunction of a residual current device that complies with standards.
34. The buyer shall be responsible for resolving any insulation problems discovered during installation, either by themselves or their electrician, or by BELGA SOLAR, at the current rate. All defective circuits shall be disconnected or repaired. The equipment shall be invoiced according to the statement of account.
35. Any internet connection service offered is only valid at the time of installation if such a written agreement is mentioned in the contract. Any subsequent intervention related to a request or loss of connection for any reason whatsoever will be charged at the current hourly rate. The seller shall in no way be held liable for internet disconnection or loss of the tracking portal after installation. The service rate will be applied in the event of a request to correct an internet connection problem.
36. The seller shall in no way be held liable by the buyer for any changes in legislation relating to photovoltaic installations in the Walloon Region or elsewhere. This shall not constitute grounds for reimbursement of the deposit or for subsequent legal action.
37. Any deposit not received within 15 days prior to the announcement of the project or the delivery of equipment on site will result in the installation being postponed to a date chosen at the discretion of BELGA SOLAR.
38. Acceptance of the work is implied upon completion of installation or delivery of the equipment, unless there is a written agreement stipulating specific terms or reservations made by the project owner. Acceptance takes place when the installation team has completed its work and installed the equipment. Reservations must be made in writing (by email or registered letter to BELGA SOLAR) within 24 hours of installation or delivery of the equipment. Acceptance of the work is done in a single step. There is therefore no provisional acceptance followed by final acceptance. Acceptance of the work gives rise to full invoicing of the contract as of right. If the contract stipulates a visit by an approved body at BELGA SOLAR's expense, this will be organized in the days following the tacit acceptance of the work and the sending of the invoice. Commissioning cannot take place before acceptance by the approved body chosen by BELGA SOLAR. BELGA SOLAR is in no way responsible for the timing of the visit by the approved body, which is completely independent, neutral, and beyond the control of BELGA SOLAR.
39. After commissioning, the inverters are configured in accordance with SYNERGRID C10/11 version 2019 standards in order to protect the buyer's building against any voltage increases. The seller shall in no way be held technically or financially liable for any disconnection from the grid, whether of the inverter or the system in general (e.g., due to a voltage surge on the grid). The buyer shall seek recourse from their grid operator.

VAT regulations (6%):

"VAT rate: In the absence of a written objection within one month of receipt of the invoice, the customer is deemed to acknowledge:

- a) That the work is carried out on a residential building that was first occupied during a calendar year at least ten years prior to the date of the first invoice relating to this work.
- b) That after the work has been carried out, the dwelling is used either exclusively or primarily as private accommodation.
- c) That this work is provided and invoiced to an end consumer.

If at least one of these conditions is not met, the standard VAT rate of 21% will apply and the customer will be liable for the payment of the tax, interest, and penalties due in relation to these conditions. If the customer does not contest the invoice in writing, the contractor is released from all liability, subject to collusion between the parties."

VAT regulations (reverse charge):

"Reverse charge: In the absence of a written objection within one month of receipt of the invoice, the customer is deemed to acknowledge that they are a taxable person required to file periodic returns. If this condition is not met, the customer shall be liable for the payment of the tax, interest, and penalties due in relation to this condition."