

SALES AND DELIVERY TERMS

KVERNELAND ENERGI AS

Updated: November 16, 2021

1. Application of the terms.

These general terms and conditions apply to any delivery from Kverneland Energi AS, unless otherwise agreed in writing. Additions or deviations from these general terms and conditions must be agreed in writing and included in the agreement.

The terms and conditions apply together with the accepted offer. The purchase is regulated by consumer law, including, but not limited to, laws on consumer purchases, right of withdrawal, marketing, personal data and credit purchases.

2. Parties

The seller is:

Kverneland Energi AS, org.nr. 918 376 607
Plogfabrikkvegen 15, 4353 Klepp Stasjon
post@kvernelandenergi.no - tel: +47 51 42 70 00

Buyer is:

The person listed as the buyer in the order

Subcontractors.

Kverneland Energi AS has the right to allow all or part of its contractual obligations to be carried out by subcontractors. The parties' contractual responsibilities to each other do not change thereby.

3. Marketing and social media

The customer gives Kverneland Energi AS the right to use images from the Customer's property, the Solar Plant and the installation process freely in marketing measures, including in social and paid media.

4. Privacy

Kverneland Energi AS processes personal data in accordance with applicable legal and regulatory requirements and in accordance with any measures taken by public authorities.

5. Booking and agreement process

The order is binding when the offer from the Seller is accepted in writing from the Buyer. The offer must be read carefully. Errors or omissions that Buyer understood or had to understand were incorrect inscription does not, under any circumstances, provide grounds for any claim against The Seller. It is reserved that typographical or printing errors may occur, which may mean that we cannot deliver in accordance with information provided in our marketing or otherwise. Kverneland Energi reserves the right to change prices to take into account costs associated with changes in exchange rates or other costs between the date of purchase order and delivery date. Buyer shall pay any such increases in addition to the price stated in the Contract.

Furthermore, the Seller reserves the right to cancel your order or part thereto, if the product is out of stock or cannot be delivered.

Termination on the part of the customer

The customer can cancel the installation at no cost up to 21 days after the purchase agreement has been signed.

If the customer cancels the installation before the agreed start time up to 10%.

If the customer cancels the installation after the agreed start time, it shall only cover expenses for work that has been completed and cannot be reversed.

Cancellation and termination by Kverneland Energi

Kverneland Energi may terminate the agreement or cancel the delivery at no cost if the installation cannot be completed due to circumstances beyond Kverneland Energi's control, complicating the installation process or leading to increased costs.

6. General price terms

Quotes prepared by Kverneland Energi cannot be presented, copied or disclosed to outsiders without consent.

Prices are based on the installation being carried out under normal conditions where the following prerequisites apply:

1. The building where the Solar Cell Plant will be installed is ready and available until the agreed installation date. Please note that the actual installation date may be later than this for reasons described below.
2. Wiring from the roof of the inverter and/or fuse box must be carried out according to the most convenient and cost-effective route, unless otherwise agreed in advance.
3. The inverter is installed and connected to the mains in the same building on which the solar panels are installed, and preferably installed externally or in the same or adjacent compartment as the fuse box.
4. Hidden wiring, indoors or outdoors, is not included in the price.
5. The use of optimizers is not included in the price, unless specified in the offer.
6. Existing cable pipes are only used if this is suitable and appropriate for the equipment used in the project.
7. The public grid and grid in the house comply with current regulatory requirements and have sufficient capacity and quality for the solar plant to be connected without further improvements or adaptations.
8. The fuse box complies with applicable regulatory requirements and has sufficient space.
9. The main fuse, electrical system and sub-distribution are sufficiently dimensioned.
10. Installation is carried out on the building where the main electrical inlet is located. In cases where the installation is carried out on another building, additional costs may apply as a result of the need for additional wiring and/or sub-distribution.
11. The roof is waterproof and in appropriate condition and has a solid support structure suitable for mounting and fixing the solar panels. If the roof or property is in such a condition that the installation of the Solar Plant cannot be carried out safely without extensive repairs or construction work, Kverneland Energi has the right to cancel the project without incurring liability, and to claim the Customer for any costs incurred.
12. The roofing is not slate or grass.
13. Installations with integrated solar panels, if offered, are priced separately, and the price includes the removal of roof tiles and other roofing material in the relevant panel area. When installing a new roof, the toys must already be adapted and mounted.
14. Special roof types, such as roofing materials containing asbestos, are priced separately. Kverneland Energi reserves the right to cancel and cancel projects, at no cost to Kverneland Energi, on roofs with asbestos-containing materials.

15. Voltage quality from the grid owner is within normal, including voltage from the solarsystemet.

Required permissions

- The customer is responsible for obtaining the necessary permits and approvals from the relevant authorities before installing the Solar Plant. Such approvals may include building permits from the city or municipality, as well as an agreement with the Customer's electricity supplier for the sale and purchase of surplus electricity.
- Kverneland Energi arranges a power connection with the local grid owner.
- Kverneland Energi can assist the Customer with information to help with permit processes.

7. During setup

1. The customer shall ensure that Kverneland Energi has unhindered access to the Customer's property during the installation of the Solar Plant.
2. Kverneland Energi shall have unhindered access to water and electricity during the installation of the Solar Plant.
3. The customer shall remove all removable obstacles, clear snow and implement similar measures necessary for access to the Customer's property and the execution of the installation.
4. There should be no obstacles that restrict or complicate access to the roof, such as pillars, conservatories or the like. Extended installation time due to limited access due to obstacles that are not stated, can be invoiced to the customer.
5. Cost increase as a result of limited access to the Customer's property, electricity or water may be invoiced to the Customer in full.

8. Customizations and configuration

1. Adjustments in size (e.g. number of panels) and configuration (e.g. panel type, power optimizers, inverters) may occur if special circumstances on the roof require a reduction of the area covered by the solar panels.
2. Changes to the planned material and equipment for the installation may occur if this is necessary to facilitate changes and adaptations of the installation on site. The Customer accepts that such changes shall not be regarded as incorrect or inadequate delivery.
3. Kverneland Energi attempts to map all necessary changes before installing the solar plant, but sometimes minor changes may occur during the installation work, and the price will be reduced or increased accordingly. The customer will be informed of such changes and must approve any price change exceeding 5%.

9. Delivery and operation and documentation

1. Delivery of the solar cell system means that all the equipment is correctly and functionally installed and tested.
2. The customer is responsible for ensuring that the power grid on the property is in operation upon delivery.
3. Commissioning of the solar plant, including the start-up of power production, takes place after approval from local authorities, such as the local grid owner. In some cases, it will not be possible to put the installation into operation at the time of delivery, due to requirements of local authorities or grid owners.

4. Some grid owners require the Customer's electricity meter to be replaced before the solar plant is put into operation. The grid owner is solely responsible for this process, and Kverneland Energi AS is not responsible for any delays in power generation from the solar plant due to the grid owner replacing the electricity meter.
5. Kverneland Energi will assist in the operation of the solar plant after delivery.
6. Kverneland Energi will provide the Customer with documentation of the solar plant. Documentation is provided electronically and includes product data sheets and user guides and compliance documentation.
7. The customer accepts that the solar plant is complete when delivery is completed and documentation is handed over.

10. Data and connectivity

1. Connecting the solar cell system to the internet requires that the Customer has available internet, Ethernet port, available near the inverter. In some cases, Wi-Fi is sufficient, then it is necessary that the Wi-Fi network name and password be made available to the installer during installation.
1. It is the Customer's responsibility that the internet connection is working and that the inverters are configured with the correct password. Kverneland Energi is not responsible for troubleshooting in connection with internet connection.
2. Kverneland Energi will help the Customer register the solar plant on the inverter manufacturer's web portal. The collection, storage and use of data on the manufacturer's portal is subject to the terms and conditions set out by the manufacturer concerned and is solely an matter between the manufacturer and the Customer. The customer also gives the inverter manufacturer the right to share data available on the web portal with Kverneland Energi. Customers who do not want the solar plant to be registered on the inverter manufacturer's web portal must give explicit notice of this.
3. Kverneland Energi has the right to collect, store and use production data from the solar plant at its sole discretion.

11. Systembetingelser

1. The solar cell system is balanced between the solar panels' nominal DC power and the inverter's AC power.
2. The size and stated power of the plant are associated with the nominal DC power output from the solar panels.
3. As part of the design, the installer will assess which inverter is the best for the project. Since most inverters are more efficient at high utilization, inverters will in many cases be dimensioned somewhat lower than the nominal dc current from all solar panels combined. This is done to optimize the plant's annual energy development and may cause peak production from the Solar Plant on particularly sunny days to be somewhat lower than would otherwise have been possible.
4. Noise from the Solar Cell Plant may occur as a result of cooling fans and/or coupling components in the inverters.

12. Sales of power surpluses

The customer owns the power that the Solar Plant produces. Kverneland Energi AS is not responsible for the sale of power surpluses.

13. Production guarantee

1. Kverneland Energi guarantees that the solar plant has the specified nominal DC power, but does not guarantee power production.

2. The estimated power production that Kverneland Energi provides is based on the system effect and available databases for solar irradiation, climate data and information received about the installation site. Actual power generation will vary over time and may be affected by local weather variations as well as shade from vegetation, adjacent buildings or other elements on site. Shade from building elements, nearby buildings, vegetation or the like is not considered.
3. All products are sensitive to wear, which can lead to decreased performance and production over time. A reduction in power production as a result of normal wear and tear, or which is within the data provided by the manufacturer for maximum loss of quality, must be expected.
4. Any product warranty offered directly from the manufacturer is an issue between the Customer and the manufacturer. Please note that such product warranties may require the Customer to register the product in accordance with the manufacturer's procedures.

The PV plant is not the Customer's primary power source. Kverneland Energi is therefore not responsible for losses caused directly or indirectly by power outages. If the power from the mains is lost, the solar plant switches off, in accordance with current regulations.

14. Operation and maintenance

Operation and maintenance documentation are submitted for the delivery where agreed. Data sheets and product information accompanying delivered products are provided. At the customer's request, Kverneland Energi AS can provide documentation of products where this is not normally included. The customer is obliged to follow instructions for operation and maintenance. Kverneland Energi AS is not responsible for damages etc. resulting from improper use or maintenance of the delivery.

All work on the PV Plant must be carried out by authorised personnel. Kverneland Energi is not responsible for losses caused directly or indirectly by, among other things, repairs and maintenance carried out by unauthorized personnel.

Kverneland Energi recommends drawing up a service agreement on the solar plant.

15. Invoicing and payment

1. The default terms of payment are prepayment. In case of late payment, the Customer shall pay a interest on late payment in accordance with the applicable legislation on late payment.
2. Kverneland Energi AS has a sales lead in the delivery for the offer price and for claims for any other benefits, in accordance with the rules in sections 314 to 322 of the Mortgage Act. As long as Kverneland Energi AS has a sales lead in the delivery, the customer is responsible for keeping the equipment properly maintained.
3. Kverneland Energi is not responsible for applications for or approval of any national or local grant funds or support schemes on behalf of the Customer. Prices can be stated gross or net of grant funds. The customer is always responsible for the gross price when delivering the Solar Plant.

16. Warranty and warranty

Our guarantees do not imply any restrictions on the right of complaint for goods pursuant to the Purchase Act and the Consumer Purchase Act.

The buyer cannot, on his own initiative, take measures to remedy a shortage of the plant. If this is done, the warranty at the plant will cease.

The warranty period starts at the completion of solar panels in accordance with section 9 of these conditions.

17. Force majeure

Kverneland Energy shall not be liable for delays in deliveries, or for non-delivery or performance, in whole or in part, caused by circumstances beyond the control of Kverneland Energis or Kverneland Energi's suppliers, including but not limited to one or more of the following: fire, strike; lockout; labor disputes; epidemics; floods; accidents; transport delays; war; trade blockade; restraining order decisions of any right or judge; or any other reasonable cause, either similar or different ones already mentioned here. The occurrence of any such cause or cause of delay shall extend the time of performance with the time or times for any cause or cause of delay.

18. Disputes

These Terms and all associated sales contracts are governed by Norwegian law. It shall be sought to resolve disputes about this contract amicably. If amicable resolution of disputes is not successful, Stavanger District Court is the venue for any disputes that may arise.