

# Annex 2 General terms and conditions of the solar power plant contract

Valid from 01.06.2021

## 1. GENERAL TERM AND CONDITIONS

- 1.1. These General Terms and Conditions set out the terms and conditions of the sales contract of solar power plant equipment and the service contract for the installation of the solar power plant equipment (also referred to as the Contract) concluded between the Customer and the Contractor and form an integral part of the Contract.
- 1.2. The main page/pages of the Contract which sets out the details of the Contractor and Customer, as well as additional terms, shall hereinafter be referred to as Contract main text.
- 1.3. The Customer and the Contractor shall hereinafter be referred to collectively as the Parties, separately as Party.
- 1.4. In the event of a conflict between the individual terms and conditions of the Contract (defined in the Contract main text), special conditions of the Contract (defined in the Contract main text) and/or the Annexes of the Contract, the individual terms and conditions shall have a priority, then the special conditions and then the Annexes to the Contract in accordance with the priority order assigned in the Contracts main text.
- 1.5. Terms used in the Contract are defined throughout the Contract main text and Annexes.

## 2. PERFORMANCE OF WORKS

- 2.1. The Contractor undertakes to perform agreed:
  - 2.1.1. Installation and configuration works, including applying for permits/notices required for the performance of installation and configuration works and preparation of technical documentation (hereinafter Installation works); and
  - 2.1.2. application submission work (hereinafter Submission of Application). The Submission of Applications concerns the submission of applications which are expressly agreed on in the Contract and which are not necessary for the performance of Installation works.

Installation work and Submission of Applications shall hereinafter be referred to collectively as Works.

- 2.2. Performance of Works includes, without limitation, the preparation of the technical documentation of the Works.
- 2.3. Works and the device or devices shall be deemed to be delivered to Customer at the moment both Parties have signed the written deed of delivery, unless stated otherwise in a specific clause.
- 2.4. Contractor shall prepare and present the written deed of delivery to Customer.
- 2.5. In the event Customer discovers deficiencies in the Works (including in technical documentation), the Customer shall have the right to submit a complaint to the Contractor prior to the signing of the written deed of delivery. The Contractor undertakes to remedy the deficiencies described in the complaint within a reasonable time. The Contractor shall submit a new written deed of delivery for signing after the elimination of deficiencies.

- 2.6. In the event Customer has not signed the deed of delivery within 3 working days after the submission of the deed of delivery by the Contractor and the Customer has not submitted any claims to the Contractor regarding the defects of the Work, the Work shall be considered automatically delivered to Customer.
- 2.7. In the event Customer impedes the performance of Works (including, without limitation, by breaching any of the obligations set forth in the Contract), the schedule for the performance of Works shall be considered extended with a respective time period it took for the Customer to eliminate the impediments.
- 2.8. The deadline for the Works agreed in the Contract main text is indicative and may change due to the deadline for the connection agreement to be concluded between the Customer and the network operator. The handover of the Works can take place after the network operator has connected the electrical installation to the network operator's network.
- 2.9. The Customer is obliged to inform the Contractor of the deadline for completion of the work in the grid connection agreement.
- 2.10. The Contractor undertakes to deliver the completed Installation works (including technical documentation) to Customer as soon as possible after the completion of the Installation works. The Installation works and technical documentation shall be considered delivered when both Parties have signed the written deed of delivery.
- 2.11. The Contractor undertakes to perform the Submission of Application as soon as possible after the delivery of the Installation works. For the avoidance of doubt:
  - 2.11.1. The Contractor is not obliged to follow the deadline agreed in the Contract main text for the completion of Works in relation to the Submission of Applications;
  - 2.11.2. The Parties shall not sign the written deed of delivery for the performance of Submission of Application;
  - 2.11.3. The Contractor does not warrant, that the Submission of Application results in granting the respective application.

## 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1. The Contractor shall have the right to:
  - 3.1.1. receive from the Customer the information necessary for carrying out the Works;
  - 3.1.2. use subcontractors for the performance of Works;
  - 3.1.3. erect auxiliary facilities (including supports, barriers, sheltering) necessary for the performance of the Works;
  - 3.1.4. install advertising notices on the place of Work, provided that the instalment of advertising notices has been approved by the Customer;
  - 3.1.5. publish information about the completed Works (incl. description of the Works, name of the Customer, place of Works) in Contractors marketing channels (including website, publications), provided that the Customer is a legal person and that the Customer has not notified the Contractor that Customer does not wish the disclosure of the said data;
  - 3.1.6. demand from the Customer the elimination of obstacles, which are under the control of the Customer;

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- 3.1.7. suspend the performance of Works in a hazardous situations or prohibit the use of a dangerous work equipment, where someone's life or health, property or environment is in immediate danger and where the danger cannot be circumvented by other means.
- 3.2. The Contractor is obliged to:
- 3.2.1. perform the Works in accordance with the terms of the Contract;
- 3.2.2. take into account the Customers instructions regarding the performance of Works;
- 3.2.3. deliver the completed Works to Customer;
- 3.2.4. comply with the applicable rules of occupational health, safety, fire safety and environmental protection;
- 3.2.5. notify the Customer immediately about any circumstances that impede or have a potential to impede the performance of Works;
- 3.2.6. notify the Customer immediately about the suspension of the performance of Works;
- 3.2.7. eliminate the hazards and obstructions stated in clause 3.1.7, which are under the control of the Contractor at the earliest opportunity and continue the performance of Work after the hazards and obstructions have been eliminated;
- 3.2.8. ensure the compliance with the work organization rules in the place of Work for the maintenance of the Works area;
- 3.2.9. ensure maintenance of the place of Work (cleaning, etc);
- 3.2.10. to preserve all technical documents or copies, which are related to the Works at least until the end of the warranty period, unless a longer preservation period is required by law;
- 3.2.11. after the completion of the Works, to dismantle and/or remove the auxiliary facilities erected for the performance of Works;
- 3.2.12. respond to all written communications received from the Customer within 7 (seven) business days, provided that such communications are related to the performance of the Contract.
- 3.3. The Customer shall have the right to:
- 3.3.1. supervise the progress and quality of the Works and, if any deficiencies are discovered, to issue complaints to the Contractor for the elimination of the said deficiencies;
- 3.3.2. require the Contractor the suspension of performance of Works in the event of an emergency, Contractors breach of the applicable legislation or failure to comply with the terms of the building permit/written consent, or in the event the Works or any part thereof deviate from the project;
- 3.3.3. suspend Work temporarily in the occurrence of any of the situations described in clause 3.1.7 until the hazardous situation/obstacle has been eliminated.
- 3.4. The Customer is obliged to:
- 3.4.1. provide the Contractor information and materials (including technical documentation) necessary for the performance of the Works;
- 3.4.2. give the Contractor all necessary authorizations, approvals, consents for the performance of the Works;
- 3.4.3. assist the Contractor where the assistance is the precondition for the performance of Works or any parts thereof;
- 3.4.4. provide the Contractor (including the Contractor's employees, agents and subcontractors) with access to the place of Work;
- 3.4.5. accept the delivery of Works together with the technical documentation;
- 3.4.6. respond to all written communications received from the Customer within 7 (seven) business days, provided that such communications are related to the performance of the Contract.
- 4. REMUNERATION FOR WORK**
- 4.1. The Customer undertakes to pay the Contractor the cost of Works agreed in the Contract main text.
- 4.2. The cost of Works includes all costs necessary for the performance of the Works, unless stated otherwise in a specific clause.
- 4.3. In the event the Customer is in delay with any of the payments, the Contractor shall have the right to refrain and/or suspend the performance of Works.
- 5. VALIDITY AND AMENDMENTS OF THE CONTRACT**
- 5.1. The Contract shall enter into force upon signing by both Parties and shall remain in force until the obligations under the Contract have been duly fulfilled.
- 5.2. The Contractor shall have the right to terminate the Contract extraordinarily if the Contractor is unable to perform the Works. The Contractor shall not be able to perform the Works, inter alia, if:
- 5.2.1. The Contractor is for any reason unable to apply or obtain the permits and consents necessary for the performance of the Works;
- 5.2.2. The Customer is in material breach of any of its obligations under the Contract, including the obligation to pay the cost of Work or any part thereof.
- 5.3. The Customer, who is a natural person, has the right to withdraw from the service contract for the installation of the solar power plant equipment without giving a reason, within 14 calendar days from the signing of the Contract. If the Customer withdraws from

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the service contract, the Contractor has the right to demand compensation from the Customer for the expenses incurred.

- 5.4. The Customer, who is a natural person, has the right to withdraw from the contract for the sale of solar power plant equipment without giving a reason, within 14 calendar days from the signing of the deed of delivery.
- 5.5. Upon withdrawal from the contract in the case provided for in clauses 5.3 and 5.4, the Customer shall submit a corresponding application to the Contractor's contact person by e-mail.
- 5.6. In the event of withdrawal from the contract in the case provided for in clause 5.4:
  - 5.6.1. the Contractor shall return to the Customer the cost of the solar power plant equipment listed in Annex 1 to the Contract (excluding installation and other work) within 14 calendar days of receipt of the withdrawal application by the Customer, provided that the Customer has returned the equipment to the Contractor by that date;
  - 5.6.2. the Contractor undertakes to instruct the Customer on how to return the solar power plant equipment to the Contractor. Withdrawal shall be at the expense of the Customer and the Customer shall be obliged to reimburse the Contractor for the normal costs of returning the solar power plant equipment, taking into account the imperative restrictions arising from legislation.
- 5.7. the Contractor shall have the right, in the case set out in point 5.4, to refuse the withdrawal or offset the decrease in the value of the solar power plant equipment with the amount paid by the Customer for the equipment and to be returned to the Customer if the solar power plant equipment (and / or equipment packaging) returned by the Customer has deteriorated or damaged and such deterioration/damage is caused by circumstances arising from the Customer. The customer is responsible for the decrease in the value of the solar power plant equipment due to the use of the equipment in other ways than necessary to verify the nature, characteristics and operation of the solar power plant equipment. In order to ascertain the nature, characteristics and operation of the solar power plant equipment, the Customer undertakes to handle and examine the solar power plant equipment only as it is permitted to do so in the store. The Customer is also responsible for the decrease in the value of the equipment due to the installation of the equipment.
- 5.8. The Contractor has the right to unilaterally amend these General Terms and Conditions of the Contract at any time. If the provisions are made less favorable to the Customer, the Customer has the right to cancel the Contract by notifying the Contractor within five working days of receiving notification of the amendments.

## 6. CONFIDENTIALITY

- 6.1. For the purposes of this Contract, Confidential Information shall mean any information related to the Contract that is obtained from the other Party or a Representative of the other Party after the signing of the Contract or during the term of the Contract,

regardless of the form or context in or medium by which such information is obtained.

- 6.2. Confidential information shall not mean information which the Party can show (by written records or other reasonable evidence):
  - 6.2.1. is or becomes available to the public, other than as a direct result of any breach of this confidentiality obligation;
  - 6.2.2. was in possession of the Party prior to its disclosure by the other Party and which has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality to the other Party.
- 6.3. The Parties undertake:
  - 6.3.1. to keep Confidential Information in confidence during the term of the Contract and indefinitely after the termination of the Contract;
  - 6.3.2. to use Confidential Information only for the purpose of performance of the Contract;
- 6.4. Parties may disclose Confidential Information to Representatives for the purposes of performing the obligations arising from the Contract, provided that:
  - 6.4.1. Confidential Information is disclosed to the Representative only to the extent it is needed to perform the Contract;
  - 6.4.2. Party has concluded a confidentiality agreement with the Representative;
  - 6.4.3. the Representative has been informed about the nature of Confidential Information.
- 6.5. The Parties shall ensure that the Representatives of Party follow the confidentiality obligation set out herein.
- 6.6. Representatives (Hereinafter Representative) are:
  - 6.6.1. Employees, members of the governing body, subcontractors of the Party;
  - 6.6.2. An undertaking belonging to the same group of the Party and latter employees, members of the management body, subcontractors;
  - 6.6.3. Any other natural or legal person acting on behalf of a Party or behalf of an undertaking belonging to the same group as the Party.
- 6.7. Party shall have the right to disclose Confidential Information where the disclosure of required by a law. In a situation where the disclosure of Confidential Information is required by the law, the disclosing Party shall make reasonable efforts to notify the other Party at least 10 days before the disclosure and limit the amount of Confidential Information to be disclosed as much as possible.
- 6.8. Both Parties shall have the right to disclose the fact of concluding the Contract.

## 7. LIABILITY

- 7.1. The Parties shall be liable for the inadequate performance or failure to perform the obligations set forth in the Contract (breach of obligation). In the event of a breach of the Contract, the Parties shall have the right to use all legal remedies described in the Contract and law jointly unless where the the joint use of legal remedies is contrary to the law.

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- 7.2. The Parties shall be liable for the actions and omissions of the subcontractors involved in the performance of the Contract, as well as for their own actions and omissions.
- 7.3. Parties shall be liable for the direct damages, excluding the liability for loss of profit and indirect damages.
- 7.4. The Contractor shall not be liable for exceeding the schedule of performance of Works (as agreed in the Contract main text) if the exceeding is the result of:
- 7.4.1. the Customers actions or omissions, including the Customers instructions;
  - 7.4.2. delays not omittable to the actions/inactions of the Contractor in relation to applying for permits / approvals for both Works and in the context of Submission of Applications;
  - 7.4.3. by the actions/inactions of the grid system operator, including if the deadline in the grid connection contract is later than the schedule of performance of Works as agreed in the Contract main text.
- 7.5. The Contractor shall not be liable for any deficiencies in Works which are the result of Customers instructions or the use of the materials provided by the Customer.
- 7.6. The breach of any of the obligations under the Contract is, *inter alia*, excusable if the breach is the result of force majeure. Force majeure is a circumstance that could not be influenced by a Party and could not reasonably be expected to have been taken into account or avoided at the time of the conclusion of the Contract.
- 7.7. The Party whose obligations under Contract are impeded by the force majeure shall immediately inform the other Party.
- 7.8. In the event the Customer is in delay with a payment, the Contractor shall have the right to demand from the Customer:
- 7.8.1. 0.2% interest from the owed amount for each day of delay until the owed amount is fully paid, provided that the Customer is legal person;
  - 7.8.2. 0.066% interest from the owed amount for each day of delay until the owed amount is fully paid, provided that the Customer is natural person.

Interest on late payment shall be construed starting from the day following the due date and includes the date, when the amount owed is fully paid.

- 7.9. The Contractor undertakes to eliminate the non-conformities in the Works as soon as possible after having received a respective claim from the Customer.
- 7.10. In the event the Customer is in delay with a payment, the Contractor shall have the right to send a reminder to the Customer and demand payment of the reminder from Customer in accordance with the Contractor's price list.

## 8. GUARANTEE

- 8.1. The Contractor shall provide a guarantee for the performed Works as defined in the Estonian Law of Obligations act § 650, for 2 (two) years starting from the delivery of the Works (hereinafter the Warranty Period).
- 8.2. During Guarantee period, the Contractor undertakes to eliminate any non-compliances of the Works at Contractors expense. The Contractor shall eliminate the non-compliances in Works within reasonable time.

8.3. The contractors guarantee does not cover the operating modes, settings, adjustments, and other activities related to the modification of the operating parameters and specifications of the equipment installed in the context of Works.

8.4. The Contractor is not obliged to eliminate non-compliance of Works during Guarantee period where the non-compliance is the result of improper use or maintenance of the Works on behalf of the Customer.

8.5. Devices installed under the Contract (Solar panels, inverters, battery system and the Solar panel frames) are subject to the manufacturers guarantee. Manufacturers guarantee terms and conditions are available at Contractors website [https://www.energia.ee/et/era/taastuvenergia/paikesepaneelid?m\\_odal=seadmed](https://www.energia.ee/et/era/taastuvenergia/paikesepaneelid?m_odal=seadmed)

## 9. SENDING NOTIFICATIONS

- 9.1. The contact persons of the Parties shall have the right to resolve issues related to the performance of the Contract. Contact persons are not entitled to terminate the Contract nor to change the terms of the Contract.
- 9.2. In the event contact persons or contact persons details change, the Parties shall not conclude a written amendment on the subject, but shall inform each other of such changes by e-mail.
- 9.3. Notices, confirmations, claims, etc. communications related to the Contract (hereinafter Notice) shall be formatted at least in a format which is capable of being reproduced in writing, unless stated otherwise in a specific clause.
- 9.4. Notice shall be deemed to have been duly submitted if Notice is comprised in state language and sent by an e-mail, in which case the Notice shall be deemed to have been received by the other Party upon sending the e-mail, if e-mail has been sent on a working day between 9 am and 5 pm and in any other case, at 9am on the next following business day, provided that the server has not rejected the e-mail as undelivered and e-mail has been sent to the other email address or to the contact person of that other Party.

## 10. FINAL PROVISIONS

- 10.1. The Parties warrant that by entering into the Contract, Parties do not violate any provision of law, statutes or other legal acts applicable to themselves or any agreements/contract previously concluded and that Parties have a necessary authority and competence to enter into the Contract.
- 10.2. The terms and concepts presented in a singular form in the Contract shall also construed in plural and vice versa, unless the text or the context of the Contract provides otherwise.
- 10.3. In the event that any provisions of the Contract is rendered void due to the conflict of laws of the Republic of Estonia, the remaining Contract provisions or parts thereof shall remain in force. The Parties shall use their best efforts to replace a void provision by a provision which is as similar as legally possible do the purpose of the original provision.
- 10.4. For requirements not set forth in the Contract, the delivered Works shall a) meet the requirements generally imposed on similar activities, b) enable the Customer to attain the objective of the Contract and c) be made in a reasonable but not below average quality unless stated otherwise in a specific clause.

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- 10.5. The Parties agree that until the full cost of the works is paid, the ownership of the items to be installed under the Contract shall remain with the Contractor. Ownership of the items to be installed on the basis of the Contract shall be transferred to the Customer after full payment of the cost of the Works.
- 10.6. In the event that one Party has incurred costs to recover the debt from the other Party (including costs of assignment of the right of claim), the other Party shall be liable for the reimbursement all such costs. In the event Party is in delay with any of the payments, the default interest shall be considered to be paid first, then the costs of the recovery of the debt (including legal aid), and then the principal debt.
- 10.7. Contractor processes Customers personal data in accordance with Contractors Customer data processing principles, which are accessible in Contractors webpage: <https://www.energia.ee/en/avaleht> .
- 10.8. All disputes arising from this Contract shall be settled by negotiations between the Parties.
- 10.9. In order to resolve disputes arising from the Contract which the parties have not been able to resolve by agreement, a Customer who is a natural person may file a complaint with the Consumer Disputes Committee of the Consumer Protection and Technical Surveillance Authority on the basis and pursuant to the procedure provided for in the Consumer Protection Act.
- 10.10. Disputes arising from the Contract which the parties are unable to resolve by agreement of the parties, shall be settled in the court of the Customer's domicile or on the basis of the legislation of the Republic of Estonia. If the Customer settles abroad or transfers its place of business or location there after concluding the Contract or if the Customer activity, residence or location is not known at the time of filing the action, the dispute shall be settled in the court of the Republic of Estonia. The foregoing shall not preclude the right of the Parties to file an application in expedited order for payment proceedings in accordance with the jurisdiction provided for such proceedings.
- 10.11. The Contract will be signed either digitally or on paper. In the event the Contract is signed on paper, the Contract is signed in two copies, leaving one copy to Contractor and other one to Customer.