Date: 1. October 2026

Terms of Sale and Delivery

Unless otherwise agreed in writing, all deliveries will be effected by SOLAR on the following terms, notwithstanding any contrary or deviating terms in the order or acceptance placed by the buyer.

1. Quotation, order, and acceptance

The buyer's orders are only binding on SOLAR when the buyer has received a written order confirmation. Unless otherwise stated, all orders are subject to confirmation. Quotations made by SOLAR, are expressly binding on SOLAR will lapse if SOLAR does not receive an unqualified acceptance from the buyer within the acceptance period specified in the offer.

2. SOLAR's performance

SOLAR's performance only includes the parts and goods specified in the order confirmation, and SOLAR shall deliver goods of the usu-al fair quality with respect to materials and processing in accordance with the terms stipulated in the present Terms of Sale and Delivery and any specific terms agreed. All drawings, drafts, technical specifications, etc. remain the property of SOLAR and may only be copied, remanufactured, imitated, or handed over to a third party if agreed in writing with SOLAR. Information in product information and price lists – written or electronic - is only binding to the extent that the order confirmation specifically refers to this information.

3. Delivery

Delivery is made ex works (Incoterms 2020), unless otherwise agreed in the business agreement or order confirmation.
In case of delivery of products such as cables and non-stock goods, a margin of +/- 10% is reserved in relation to the quantity specified in the order. The weighing of the product by SOLAR's supplier forms the basis of SOLAR's invoice to the buyer.

4. Price

The price is quoted exclusive of VAT and other duties. Reservations are made for changes in quotation prices until the delivery date, in regard to changes in material prices, prices of subcontractors, changes in public duties, changes in exchange rates, changes in wages and salaries, etc.

Should the nature and extent of the delivery change, or SOLAR's costs increase in any way due to matters for which the buyer is re-sponsible, reservations will be made for the adjustment of the stipu-lated price. Deliveries, for which no fixed prices have been specifi-cally agreed upon, will be effected at the price on the delivery date.

5. Terms of payment

Unless otherwise agreed, payment must be made in cash. Unless otherwise stated in the business agreement, Solar is entitled to claim interest of 22,8% per year in case of delays in payment.

6. Time of delivery

Unless otherwise agreed, delivery must take place at the earliest possible time. If a delivery week has been agreed upon, delivery on the last day of the stipulated delivery week will be deemed on-time delivery in every respect.

SOLAR may demand postponement of the time of delivery in the following situations:

a. changes in the order at the request of the buyer.
b. delays in deliveries or work which the buyer performs himself or has others perform
c. in case of force majeure, cf. article 14 of the present Terms of Sale and Delivery
d. suspension of or delays in the execution of the delivery due to public orders.

With respect to the above-mentioned items a, b, and d, SOLAR fur-thermore reserves the right to adjust the agreed price in accordance with costs incurred by SOLAR in this connection.

7. Delays

If the delivery is substantially delayed and SOLAR is not entitled to postpone the time of delivery, cf. article 6, the buyer may terminate the contract by written notice to SOLAR, if the delay causes the buyer substantial inconvenience. If the delay only applies to part of the goods sold, the buyer may only terminate the contract in respect to that specific part of the goods. If the delay affects goods manu-factured according to the instructions or specifications of the buyer, or if the goods are of a nature not normally stocked by SOLAR, the contract can only be terminated if the goods as a consequence of such delay cannot be put to the use intended without substantial inconvenience to the buyer.

If the buyer can prove that the delay was caused by errors or negli-gence on the part of SOLAR, and that, by buying against the seller, he has incurred a loss which could be expected as a result of the delay, the buyer is entitled to compensation for such loss incurred. However, compensation cannot exceed an amount of 1% of the agreed payment exclusive VAT for the delayed delivery for every full week of delay, and compensation cannot be more than maximum 10% of the payment exclusive VAT for the delayed delivery.
Apart from these obligations, SOLAR accepts no responsibility for delays or consequences hereof, and the buyer has no other rem-edies of non-performance.

8. Claimant's default

If the buyer fails to collect or order the dispatch of the goods after the time of delivery has come, SOLAR may stock and insure the goods at the expense of the buyer. If the buyer, despite written requests, fails to collect the goods, SOLAR may sell the goods in the best possible way at the expense of the buyer – also in cases where the goods have been manufactured specifically according to the buyer's instructions or specifications.

9. Defects

SOLAR's responsibility only includes defects which appear within 2 years from the date of delivery of the goods.
As regards construction materials for use in Denmark – and only for that purpose - the time-limit mentioned in article 1 expires 5 years after the construction is handed over.

REMEDY

Within the above-mentioned period SOLAR shall remedy any de-fects in the goods delivered by means of repair or replacement at SOLAR's discretion. All other costs related to an incurred defect, including transport, demurrage, subsistence allowance, accommo-dation, and costs of exposing or making available defective parts, are not relevant to SOLAR.
SOLAR's obligation to remedy defects is subject to the buyer prov-ing that the goods supplied are defective, and to the buyer supplying documentation that the goods have been stored, installed, used, and maintained correctly and in accordance with the instructions given by SOLAR.
Apart from these obligations, SOLAR accepts no further responsibil-ity for the goods supplied, for which reason the buyer may not termi-nate the contract, claim a proportional price reduction or compensa-tion, or withhold the purchase price completely or partly. Any goods sent to SOLAR in relation to a complaint must be accompanied by a filled-in SOLAR complaint report.

SOFTWARE

SOLAR is only responsible for software sold by SOLAR. SOLAR assumes no responsibility for defects, including compatibility prob-lems, in connection with software purchased from a third party.

CALCULATIONS ETC. PERFORMED BY SOLAR

SOLAR is only responsible for the adequacy/suitability of the goods delivered in fulfilling the requirements of the buyer as regards cap-acity and other aspects if the dimensioning, etc., has been performed by SOLAR, and if the buyer can document that the information sup-plied about the buyer's requirements by the buyer as the basis for such dimensioning is correct and adequate.
Under no circumstances will SOLAR accept responsibility for con-sulting, dimensioning, and other project planning performed by a third party.
SOLAR is responsible for information supplied about dimensioning, choice of materials, etc., including project planning or contributions hereto, only to the extent that such information is covered by SOLAR's professional liability insurance. Information about the liability insurance in force from time to time may be requisitioned from SOLAR.

10. Special terms regarding security and data communication equipment and emergency power systems

SOLAR accepts no responsibility for deficiencies and defects in the goods supplied beyond that which can be forwarded to SOLAR's suppliers. Relevant information in force from time to time may be requisitioned from SOLAR. SOLAR accepts no responsibility for whether and, if so, to what extent such a claim against SOLAR's suppliers can be effected. The exclusion of liability applies to both separately delivered security and data communication equipment as well as security and data communication equipment that is an integral part of other deliveries. Security and data communication equipment is equipment that can be used for alarm and TV surveillance, access security, data processing, data and alarm transmission or in any other way processing and/or storage of electronic data. Simple telecommunications products are also covered by the above.

11. Product liability

SOLAR's product liability can never exceed the amount laid down in SOLAR's liability insurance, including interests and costs per claim. To the extent SOLAR might incur product liability towards any third party, the buyer shall indemnify SOLAR for such damage and such losses for which SOLAR is not responsible to the buyer according to paragraph 3 of this article.
SOLAR accepts no responsibility for damage according to the rules concerning product liability unless the buyer can document that the damage is caused by errors or negligence on the part of SOLAR.
Under no circumstances is SOLAR liable for operating loss, loss of profit, or other consequential financial losses.
If a claim for compensation is made by a third party in compliance with this clause against one of the parties, this party shall immedi-ately inform the other of such a claim.
SOLAR and the buyer are under a mutual obligation to let them-selves be summoned to a court or arbitration tribunal examining a claim for compensation made against one of them on the basis of a loss or damage allegedly caused by the goods supplied. However, mutual relations between the buyer and SOLAR shall always be set-tled by arbitration in accordance with article 15.

12. Limitation of liability

Under no circumstances is SOLAR liable for operating loss, loss of profit, or other consequential financial losses, including costs for dis-mantling or replacement of the deficient good.
Under all circumstances is SOLAR only obligated to supply substi-tute goods or perform repairs of the deficient goods.
As regards calculations etc. made by SOLAR, SOLAR is, as men-tioned in article 9, only responsible to the extent that such calcula-tions are covered by SOLAR's professional liability insurance. SOLAR points out that the materials, goods and products supplied by SOLAR are generally not suitable as Food Contact Material, and that a material, an item or product supplied by SOLAR is only suitable as Food Contact Material if the material, item or product is explicitly marketed as Food Contact Material by SOLAR and is delivered by Solar with the associated Declaration of Conformity according to the rules applicable to Food Contact Materials at all times. SOLAR bears no responsibility in the event of materials, items or products provided by SOLAR are used as Food Contact Material in contrary to the above.

13. Notification duty and duty of inspection

The buyer shall carry out a thorough examination of the goods no later than at the time of delivery to make certain that the goods are in conformity with the contract. The buyer shall promptly forward a written notification of any defects found during such examination, and the buyer may not at a later date refer to defects which could have been found during such examination. Nor may the buyer refer to defects if he fails to promptly forward notification of defects found at a later date which he did not find or ought to have found at the time of delivery. The buyer shall pay SOLAR's costs relating to com-plaints in so far as the complaint is unfounded or relates to defects for which SOLAR cannot be held liable.

14. Force majeure

SOLAR is exempt from liability for non-fulfilment or delayed fulfil-ment of the contract due to force majeure, war, riots, civil unrest, government intervention, or intervention from public authorities, fire, strike, lockout, export and/or import prohibition, lacking or defective deliveries from subcontractors, lack of manpower, fuel, power, or any other cause that is beyond the control of SOLAR and which may delay or prevent manufacture and delivery of the goods sold.
In the event of perfect or punctual delivery being temporarily pre-vented by one or several of the above circumstances, delivery is postponed for a period corresponding to the duration of the pre-vention plus a reasonable period under the circumstances for nor-malisation of the situation. Delivery at the time thus postponed is considered punctual in every respect. If the prevention of delivery is expected to last for a period longer than 8 weeks, both SOLAR and the buyer will be entitled to terminate the contract without this termination being considered a breach of contract.

15. Ban on re-export to Russia etc.

(1) The buyer shall not sell, export or re-export, directly or indirectly, to countries subject to EU-restrictive measures, including but not limited to
a. the Russian Federation or for the use in the Russian Federation, any goods that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014, whether such goods are sourced directly or indirectly from SOLAR, and
b. the Republic of Belarus or for use in the Republic of Belarus, any goods that fall within the scope of Article 8g of Council Regulation (EU) No 765/2006, whether such goods are sourced directly or indirectly from SOLAR.
(2) The buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is neither frustrated and/or violated by any third parties further down the commercial chain, including by possible resellers.
(3) The buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate and/or violate the purpose of paragraph (1).
(4) Any frustration and/or violation of paragraphs (1), (2) or (3) shall constitute a material breach, and SOLAR shall be entitled to seek appropriate remedies, including, but not limited to:
(i) termination of the agreement
(e) The buyer shall immediately inform SOLAR about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate and/or violate the purpose of paragraph (1). The buyer shall make available SOLAR information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request for such information.

16. Applicable law and venue

Any dispute between the parties which cannot be settled out of court will be settled in accordance with Danish law and by either arbitration or the ordinary courts (Kolding district court) at SOLAR's option.
In cases where SOLAR chooses to settle a dispute by arbitration, this must take place at the Danish Institute of Arbitration under the rules stipulated by the institute on this, applicable at the opening of the arbitration case, however so that the arbitral tribunal at SOLAR's discretion must be made up of one or three members all appointed by the Danish Institute of Arbitration.
Thus, if the arbitral tribunal is made up of three member, the chair-man must be qualified as a lawyer, whereas the other two members must have professional skills relating to the matter of dispute.

17. Digital Solutions, User Accounts and Ordering

For the purposes of these Terms, "Digital Solutions" means SOLAR's electronic sales and communication channels in use from time to time, including the web shop, mobile applications, EDI, API and other integration solutions, as well as similar functionalities through which the Buyer may place orders, access information or otherwise interact with SOLAR.
Orders placed through SOLAR's Digital Solutions are made by use of the Buyer's login credentials and form part of the established commercial relationship between the parties and the credit facilities and access granted by SOLAR to the Buyer.
All communications and orders transmitted through SOLAR's Digital Solutions shall be deemed written communications and shall be binding upon the parties.
The Buyer is responsible for keeping its login credentials secure and confidential and shall not permit any unauthorized person to access or use them. The Buyer shall use sufficiently strong and unique passwords and shall not reuse passwords used for other services or systems.
The Buyer shall be responsible for, and bound by, all orders, purchases, instructions, transactions, and other use of SOLAR's Digital Solutions carried out through the Buyer's account or by use of the Buyer's login credentials. The foregoing shall not apply to the extent that the Buyer can demonstrate that the relevant order or transaction was made through the unauthorized use of the account by a third party and further demonstrate that such misuse was caused by circumstances attributable to SOLAR. Nothing in this provision shall limit or exclude SOLAR's liability for its own security breaches, fraud, willful misconduct, gross negligence, or any liability which cannot lawfully be excluded or limited.
SOLAR shall not be liable for any loss arising from the unauthorized use of the Buyer's login credentials or account by a third party unless such loss results from material errors or omissions attributable to SOLAR.
SOLAR reserves the right to reject, hold, suspend, cancel, or require additional verification of any order where there is reason to suspect error, misuse, fraud or unauthorized use of the Buyer's account. SOLAR shall not be liable for any delay or failure to deliver resulting from such measures.
The Buyer is responsible for ensuring that all orders, delivery instructions, and other information submitted to SOLAR are accurate and complete. Deliveries to addresses other than the Buyer's customary delivery addresses, or orders that materially deviate from the Buyer's normal ordering patterns, shall be made at the Buyer's risk.
The Buyer shall immediately notify SOLAR upon becoming aware of any suspected misuse, compromise of login credentials or other unauthorized access to the Buyer's account. The Buyer shall immediately change its login credentials and implement the necessary security measures to prevent or limit misuse.
The Buyer shall furthermore take reasonable steps to mitigate any loss, including seeking to stop deliveries being reasonably possible. If the Buyer fails to comply with these obligations, any liability of SOLAR may be reduced or excluded to the extent reasonable in the circumstances and permitted by applicable law.
SOLAR reserves the right, without prior notice, to suspend or terminate the Buyer's access to SOLAR's Digital Solutions where there is reason to suspect misuse, compromise of login credentials or other unauthorized access.
SOLAR shall not be liable for any loss, cost, expense or claim arising from the suspension or termination of the Buyer's account where such suspension or termination results from unauthorized use of the Buyer's account, login credentials or integrations by a third party.

Terms and conditions of returns

In general
The return of stocked goods is only possible if the goods have been purchased at SOLAR, are in good condition and in the intact original packaging. The goods must be recorded in our stock at the time of return and cannot come in an unusually large quantity in relation to the amount sold.

Return orders at a value of less than DKK 200 will not be credited. The return of goods more than 60 days after the date of delivery is only possible if agreed in writing with SOLAR.

When returning goods, the following information must always be enclosed:

- Account number
- Article number (wholesale number, EAN number, or HWS number)
- Quantity
- Delivery note number or invoice number
- Reason for returning the goods (return, exchange or sample)

Goods without the above information enclosed may only be returned according to prior agreement with SOLAR, and a return fee of minimum 25% of the goods' purchase price will be charged. In other cases, a return deduction is charged in accordance with the below table. All carriage costs in connection with the return of goods are paid by the customer.

Return deduction
The basis of the calculation is the value of the goods exclusive VAT at the time of return, however, the maximum value being that of the date of delivery.

Return procedure
The return of goods can be carried out as follows:

- Electronically via SOLAR Webshop
- By telephone to SOLAR - return number is provided by SOLAR
- By using SOLAR's return form - return number is provided by SOLAR

Special order and non-stock goods
Generally, non-stock and special order goods are not returnable. If return of non-stock or special order goods is requested, this may only take place in accordance with prior written agreement with SOLAR and is subject to supplier's acceptance.

Special order goods invoiced at less than DKK 1.500 are not returnable.

Crediting will not take place until the supplier has credited SOLAR. Any return deductions from our supplier will be set off against the credit. When returning non-stock and special order goods, a return fee of DKK 300 will be charged in addition to the standard SOLAR return fee. Naturally, goods not purchased from SOLAR cannot be returned to SOLAR.

Unsaleable goods
Cables and pipes supplied in measured lengths are not returnable

Lead-acid and Lithium batteries and accumulators
As even short-term improper storage and/or handling of lead-acid batteries and accumulators can significantly affect their function and performance, these items cannot be returned once they have left SOLAR's location.

Value packaging
Cable reels invoiced and delivered by SOLAR will be credited upon return to SOLAR, provided that they are returned no later than 12 months from the date of delivery. However, faulty cable reels are not credited. Other value packaging such as:

- Euro pallets (80x120)
- Non-reusable pallets (80x120)
- Pallet collars, and
- Special pallets (pallets with dimensions other than those listed above),

which is not invoiced by SOLAR with the goods, but which is registered as delivered to the buyer with a permanent delivery address, is credited to the buyer by SOLAR in the parties' packaging accounts when the value packaging is returned to SOLAR. This is subject to the condition that the value packaging is undamaged and can be taken back the next time SOLAR delivers goods to the buyer with a permanent delivery address. SOLAR assumes the risk for the value packaging at the time of collection. If the buyer does not have a permanent delivery address, the value packaging will only be collected by SOLAR if the buyer places a return order via SOLAR's Webshop.

The return of the value packaging will then be handled according to SOLAR's terms and conditions of return of goods, which also implies the buyer's payment of a return fee of 15% of the value packaging's value, however, minimum DKK 150. The SOLAR RETURN LABEL and the return number must be clearly visible on the value packaging. Unreturned value packaging is invoiced monthly by SOLAR at SOLAR's current daily rate for the individual packaging types.

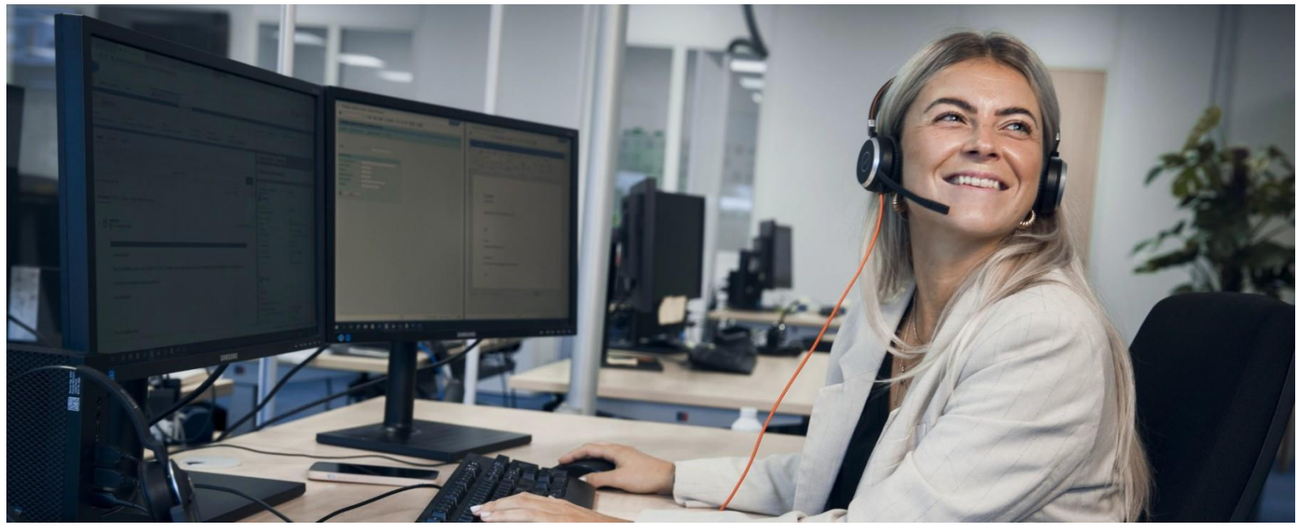
SOLAR sends weekly account statements of the packaging accounts to the buyer. In the event of a discrepancy between SOLAR's packaging accounts and any packaging accounts kept by the buyer, SOLAR's packaging accounts take precedence.

Repairs
If any goods are to be repaired against a charge, these should be sent directly to the supplier for repair. SOLAR will be at your service to provide any address details. If SOLAR is to forward the goods for repair, a fee of minimum DKK 200 will be charged to cover our carriage costs. All goods sent to SOLAR for repair must be accompanied by a completed SOLAR complaint report. The complaint report is available on SOLAR's Webshop.

Return	Return deduction
0-60 days from delivery date	20 % of the article's invoiced amount - however, minimum 200 DKK
More than 60 days from delivery date and only according to prior agreement	Min. 25% of invoiced amount

The latest updated edition of Terms of Sale, Delivery and Returns is available at **www.solar.dk**

Revised 1. October 2026



Terms of Sale, Delivery and Returns

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