

# TERMS AND CONDITIONS SolarPlaza

These Terms and Conditions are effective from 1.01.2004 until further notice.

## 1. Definitions

**Customer** a (private/legal) person, organisation or company searching for information about solar products, components or services.

**Definitions** provided by SolarPlaza define a category in which products can be put in the database or on the Trading Floor.

**Member** Company providing information on solar products and services on [www.solarplaza.com](http://www.solarplaza.com) on the bases of a paid or free membership with SolarPlaza.

**Membership Confirmation** formal acknowledgement of membership and type, ordered by a member, sent by SolarPlaza.

**(SolarPlaza) Newsletter** free email newsletter developed and provided by SolarPlaza with information on new products posted in SolarPlaza, special sales offers and banners.

**Price** of membership will be stated in Membership Confirmation.

**Product (information)** Description of solar product (information) in language of choice and relevant for solar energy market, inserted in SolarPlaza database by member. Complying with definition of a category. Product information includes also company information and information about the contact person.

**(Solar) Service** Description of service relevant in the field of solar energy, inserted in SolarPlaza database by member.

**Service Provider** SolarPlaza or its authorised Service experts.

**SolarPlaza Service** means general service and support about memberships and activities of SolarPlaza

**SolarPlaza BV** the owner and manager of SolarPlaza and vendor of memberships and banners on SolarPlaza. SolarPlaza BV can be identified on the Members invoice and, where relevant, as Service Provider. Where is written SolarPlaza in this Terms, it can be read as SolarPlaza BV.

## 2. Application

This Agreement applies to sales of memberships and banners, service and all statements made by SolarPlaza in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by SolarPlaza in writing. Any other Terms and Conditions are excluded. Placing the Members order means acceptance of this Agreement. This Agreement does not apply to Product purchases from a supplier, manufacturer, reseller or distributor nor as member of SolarPlaza, nor is it a reseller or distribution agreement.

### 3. **Quotations/Orders/Contract**

Quotations are only valid in writing and during the period that they state. If not stated, the period is 10 days (incl. 3rd Party Products). Orders may be received by writing, internet, telephone or fax but are only binding when accepted by SolarPlaza in a written Order Confirmation. Please check the Order Confirmation and notify SolarPlaza of any mistake in writing immediately or the details stated in the Order Confirmation will apply to this Agreement. SolarPlaza reserves the right to change her services (incl. 3rd Party services and her own products) at any time but SolarPlaza guarantees the Member at least equivalent functionality and performance.

### 4. **Price & Payment Terms**

SolarPlaza service offering prices and tax are as shown on The Members invoice. Changes to exchange rates and purchase costs (incl. for components and Services) may cause SolarPlaza to adjust prices accordingly. Payment will be made, if agreed, within 30 days of the invoice date without further notice from SolarPlaza. Payment timing is of the essence. SolarPlaza may suspend or stop database entry Service until full payment for that order. No cheques will be accepted. If payments are late and not received after a warning within 14 days, product information or the Members banner will be deleted from SolarPlaza. Invoices have to be paid on beforehand of start of membership or banner contract.

### 5. **Delivery/Title/Risk**

SolarPlaza is not responsible for the delivery of ordered solar products, components or services on her website. This is a full responsibility of the company posting the product information.

### 6. **Warranty**

The content of product information is a full responsibility of a member. Unless otherwise stated, SolarPlaza guarantees that information posted by a member will be free from database defects for the contract period. Should this product presentation be defective within this contract period, SolarPlaza will repair or replace the presentation within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. In case SolarPlaza can be pointed as responsible for errors in the presentation of product information, a price reduction on the membership payment can be the result. SolarPlaza can not be held responsible for product warranties. SolarPlaza may revise its limited warranties but any such change will not affect services ordered by the Member prior to the date of such change.

SolarPlaza does not give a warranty guarantee protection for:

- damage caused by incorrect use of the database, incorrect processing of database information, use, modifications or repair by any unauthorised 3rd party or the Member of SolarPlaza website or CMS;
- damage caused by any party (except SolarPlaza) or other external force;
- any instruction given by the Member and correctly performed by SolarPlaza.

The Member must provide SolarPlaza with all reasonable courtesy, information, cooperation, facilities and access to enable SolarPlaza to perform duties, failing which SolarPlaza shall not be obliged to perform any Service or assistance. The Member is responsible for the removal of non SolarPlaza-supplied information during contract

period, the maintenance and confidentiality of all data in the posted product information and all of the Members legal and regulatory requirements.

## **7. Services**

Services will be provided by SolarPlaza or Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of members location. Service may be provided via telephone or internet where appropriate. The Member must allow SolarPlaza to examine the product information at its website or SolarPlaza's premises (at our choosing).

Unless stated in Service Offering, the following are excluded from Service: work outside local working hours, weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, unnecessary work in SolarPlaza's assessment, electrical environment, transfer of data or Software, viruses. Parts not critical to the database function may not be serviced within Service Offering time period.

## **8. Liability**

SolarPlaza does not accept liability for any health damage, or personal injury caused by or with the products shown on SolarPlaza.

SolarPlaza does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by SolarPlaza within reasonable time, 4) loss avoidable by the Member through reasonable conduct, including backing up all data and following SolarPlaza's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

## **9. Intellectual Property (IP)**

SolarPlaza.com and its Newsletter SUN (SolarPlaza Update & Newsletter) and SolarPlaza TradeMail © are intellectual property of SolarPlaza BV. The Member must notify SolarPlaza immediately of any infringing or unauthorised use of SolarPlaza information or IP in it.

## **10. Software**

SolarPlaza excludes the Software licence that you require to post product information where necessary. If the Member choose not to accept the operating system licence necessary for your start-up, if any, SolarPlaza can not accept its membership.

## **11. Force Majeure**

SolarPlaza is not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond its reasonable control; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

## **12. Confidentiality**

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

### **13. Termination**

SolarPlaza may terminate this Agreement with immediate written notice if the Member: 1) fails to pay on time, 2) breach or SolarPlaza suspects the Member has breached control laws. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

### **14. Member obligations**

The Member is responsible for its own choice of language, product and price information to be posted and its suitability for purpose and its telephone & postal charges in contacting SolarPlaza, if any.

The Member must provide SolarPlaza with all reasonable courtesy, information, cooperation, facilities and access to enable SolarPlaza to perform duties, failing which SolarPlaza shall not be obliged to perform any Service or assistance. The Member is responsible for the removal of non SolarPlaza-supplied product information during Service, the back up and confidentiality of all data in the posted product information and all of its legal and regulatory requirements.

Product information positions in the SolarPlaza database or on the website or SolarPlaza newsletter, may not be sold by members to third parties.

### **15. Data Protection**

The Members data will be held and/or transferred in strict accordance with the applicable data protection laws and SolarPlaza's data protection registration.

At the absolute discretion of SolarPlaza, data submitted on the SolarPlaza Trading Floor may be published (without any additional cost to the member) in the "SolarPlaza TradeMail ©" or SUN Newsletters. These Newsletters published by SolarPlaza will be distributed to SolarPlaza members.

The information that you provide will be safeguarded by SolarPlaza, whose subsidiaries may use it to keep you informed of relevant products and services. We occasionally allow reputable companies outside SolarPlaza to contact you with details of products that may be of interest to you. As an international group, we may transfer your data on global basis for the purposes indicated above.

### **16. Miscellaneous**

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. SolarPlaza may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. The Member may not assign or transfer any of its obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

All the Members correspondence concerning a membership, banner or otherwise with SolarPlaza must be in English and will be responded in English. Product information, banners and Sales Offers may be put on SolarPlaza in one or more languages to the choice of a member. On SolarPlaza several languages are available.

Members will mention product prices for their own responsibility. If no price is mentioned, a product will automatically be positioned below other products in the same category.

Companies deliberately abusing the subscription procedure for a free membership (Moon or Silicon), for instance subscribing more than once under slightly different company names, will be excluded for the use of and memberships on SolarPlaza.

All product and company information on this website is provided by the companies which have subscribed as member of SolarPlaza or by SolarPlaza in which case only publicly available information from websites has been used. On request of the involved company all their information can be deleted from SolarPlaza.

**Thank you for doing business with SolarPlaza.**