

# Solarday | Business Partner srl

## General Sale Conditions



**1) Introduction** - These general sale conditions apply in full to every order and all sales of the Business Partner unless otherwise stipulated, which must be expressed and sent in writing by the Business Partner.

The sending or delivery of any purchase order by the Buyer to our Company implies full and unre-served acceptance by him of the general sale conditions, even if not signed by them.

These general conditions are displayed on our website ([www.solarday.it](http://www.solarday.it)) and in each Order Confirmation form, it is pointed out how to download them, therefore, they are considered to be known by all Buyers. In the case of translation, the Italian text will prevail.

**2) Definitions** - For these general sale conditions (hereinafter referred to as "Sale Conditions"), the following terms will have the meaning attributed to them below: "BP": Business Partner Srl based in Antonio Meucci, 67 20128 Milan ( MI) Italy; "Customer": any company, entity, or legal entity that purchases BP Products from BP; "Products": goods produced, assembled, and/or sold by BP; "Offer (s)": each quote or proposal relating to the Products forwarded by BP to the Customer. "Sale (s)": each sales contract concluded between BP and the Customer; "Trademarks": all trade-marks of which BP is the owner or licensee; "Intellectual Property Rights": all intellectual and industrial property rights of BP.

**3) Validity of the Terms of Sales** - Validity of the Terms of Sale - These Terms of Sale apply to all sales and supplies of BP products; in the event of any conflict between the terms and conditions set out in these Terms of Sale and the terms and conditions agreed in the individual Sale, the latter shall prevail. It is specified that BP shall not be bound by the Customer's general terms and conditions of purchase, even if referred to or contained in the Customer's orders or any other documentation, without BP's prior written consent. Such conditions of purchase shall not be binding for BP even by tacit approval. The Customer, by accepting BP's purchase proposals and, more generally, in any case in which he/she enters into a sales agreement with BP, regardless of the form of acceptance, unconditionally accepts and undertakes to observe the General Terms and Conditions, declaring that he/she has read and accepted all the information provided, also acknowledging that BP shall not be bound by any different terms and conditions unless previously agreed in writing. These General Terms and Conditions shall apply, mutatis mutandis, to all commercial contracts entered into by BP, regardless of their qualification or legal form.

#### **4) Sale Conclusion**

**4.1 Offers** - BP's verbal offers are not binding, BP Supplier's written offers are valid for the duration indicated on the offer itself;

**4.2 Acceptance** - Orders received by the Supplier are considered accepted only if confirmed by the Supplier in writing;

**4.3 Sale Conclusion** - The Sale must be considered concluded when BP sends a written order confirmation to the supplier or customer following the receipt of a deposit or the balance of the payment (s) (this confirmation can be sent by e-mail or electronic means ) and, in compliance with the terms and conditions of the Offer, accepted by the Client;

**4.4 Changes or Modifications** - Sales may not be canceled or modified by the customer without the written consent of BP; changes or modifications made by the Client to the Offers are not valid and binding on BP if (a) they are not expressly highlighted in the text of the Offer and (b) expressly and individually accepted by BP in writing. Changes to the Offer accepted by the Customer made by BP in the order confirmation shall be considered accepted by the Customer if the latter does not notify his disagreement within 3 working days of receipt.

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**5) Prices and terms of payment** - Unless otherwise agreed, prices in effect at the time of delivery or shipment of the goods shall apply, and prices shall be for goods returned ex Supplier's plant, with packing to be paid by the purchaser in the case of non-standard forms. 5.1 Prices, unless otherwise specifically stated, are to be understood as relating to the goods only and do not include VAT or taxes, duties, or levies of any kind and nature which are the responsibility of the Buyer. 5.2 Payments, unless otherwise agreed, shall be made in Euros according to the terms indicated in the individual contracts. In the absence of express indication all sums indicated and due shall be deemed immediately due and payable. Unless otherwise indicated, payment terms are to be understood as essential. 5.3 Failure to pay in the agreed time shall entitle BP to demand from the Customer the payment of overdue interest calculated at the official reference rate of the European Central Bank. 5.4 If failure to pay in the agreed time shall give BP the right to suspend the delivery of the Products and terminate each and every individual and different Sale entered into, while under no circumstances shall the Customer be entitled to suspend or delay payment pursuant to Article 1462 of the Civil Code.

As a result of the strong randomness of the market concerning raw materials, there is the possibility of a revision of the price to be agreed upon between the Parties. Failure of either Party to accept the price revision shall result in the termination of this order as of right, without prejudice to the Buyer's right to request a refund of the down payment paid for the remaining undelivered product. The terms of payment, and the terms of the related methods, will be duly stated in the order and are strictly binding from the moment of the supplier's confirmation. Payments shall be due within the agreed terms, even in cases of delay in the arrival of the goods, or partial or total breakdown or loss occurring during transport, as well as in the event that the goods, placed at the disposal of the Buyer at the Supplier, are not picked up by the Buyer.

**6) Delivery terms** - Delivery terms are and will be duly stated in the order confirmation and are merely indicative and never essential terms within the meaning of Article 1457 of the Civil Code.

6.1 BP shall not be held liable for non-delivery or delays attributable to circumstances that are beyond its control such as but not limited to:

- (a) inadequate technical data or inaccuracies or delays on the part of the Customer in transmitting to BP information or data necessary for shipment;
- (b) difficulties in obtaining supplies of raw materials;
- (c) partial or total strikes, power failures, natural disasters, measures imposed by public authorities, difficulties in transportation, acts of God, diseases, epidemics, riots, terrorist attacks, and all other causes of force majeure;

6.2 The occurrence of any of the events listed above shall not entitle the Customer to claim compensation for any damages or indemnities;

6.3 The Customer is obliged to accept delivery of the supplies, to check in advance the accessibility of means of transport to the place of delivery, to secure or obtain permits for entry and unloading of the supplies and to prepare a suitable area for the placement of the products to be delivered.

6.4 In any case in which the Customer refuses or requests a postponement of the delivery or does not make it possible to accept the delivery, subject to greater damages, a penalty in the amount of 8% of the price of the Products for each week of delay with respect to the scheduled delivery date shall be charged to the Customer. The risk of expiring or destruction of the Products is, in this case, solely borne by the Customer. In case of delay in acceptance of the Products exceeding two months, BP shall have the right to terminate the contract without the need for notification of default. BP reserves the right to make partial deliveries.

6.5 Except in the case of willful misconduct or gross negligence, BP shall not be liable for any

damages arising out of or in connection with the delay related to the delivery of the Products. Under no circumstances shall BP be liable for indirect or consequential damages of any kind, such as, for example, losses resulting from Customer's inactivity or profit loss.

**7) Transport** - Goods are sold at ex Supplier's plant, so they always travel at Buyer's full risk unless otherwise agreed between the parties.

**8) Confirmatory deposit** - It is agreed that the sum paid by the buyer, as a "first deposit", is valid as a confirmation deposit, to be charged to the price in the event of fulfillment.

**9) Express termination clause for non-payment** - In the event of non-payment by the buyer at the set deadlines of the amounts due, whatever the extent of the non-fulfillment, the supplier will be entitled to consider this order automatically resolved, and therefore to withhold the sum already received as a deposit, without prejudice to the right to ask for double the deposit, execution or greater damages.

**10) Express termination clause for failure to collect the materials** - In the event that the purchaser does not show up to receive the materials within the term of 8 days from the supplier's notice of availability, even if the materials have already been paid for, the purchaser shall be considered in default. Therefore, the supplier shall be entitled to use an external warehouse to store the modules on behalf of the customer and to charge 2% per month of the value of the goods as logistics costs.

**11) Suspension of orders and commitments - Termination of orders** - When there are variations of any kind in the buyer's company name, constitution, or commercial capacity, as well as in the event of ascertained difficulty in payments by the buyer, including against third parties, the Supplier has the right to stop further deliveries and resolve orders. Regardless of the aforementioned circumstances, the Supplier will have the right to reduce the limits of its exposure to the Buyer, should the general market conditions change, the Buyer insolvency indices emerge, or if facts or circumstances occur of a nature such as to affect the standard performance of the Supplier's activity.

The customer declares to be aware that Business Partner has adopted an organization, management, and control model pursuant to Legislative Decree 231/2001 and, in fulfilling the obligations referred to in this contract, he undertakes to comply with the general rules of conduct established by the Model and available for consultation at the Company headquarters and on the company website, under penalty of the right of withdrawal from the order in query.

**12) Complaints and disputes; verification of the quality and type of the goods** - Any complaints regarding the quantity, species, or type of goods supplied must be made known in writing to the Supplier within 8 days after having received the goods by the buyer. Any complaints about the quality of the goods must be made known to the Supplier within 8 days from the discovery of the presumed defects.

No claim regarding the quality of the goods can be asserted in court, not even as an exception, if the regular payment of the goods to which the claim refers has not taken place. Complaints regarding the quality of the goods cannot be taken into consideration, in the case of lower-choice goods sold as such. Any complaints or disputes regarding a single delivery of goods do not exempt the Buyer from the obligation to collect the remaining quantity of goods within the limits of the order

or commitment.

Any complaints will be taken into consideration only if the delivered goods are installed as prescribed in the assembly manual, available on the company website [www.solarday.it](http://www.solarday.it), which the buyer declares to have carefully read.

Any discrepancy of the Products delivered to the Customer with respect to the type and quantity indicated in the Sale must be reported in writing to BP within 8 days from the delivery date. If the complaint is not communicated within the aforementioned term, the Products delivered will be considered as compliant with those ordered by the Customer, constituting this behavior renouncing any action aimed at its rejection, even possibly pursuant to art. 1665 of the civil code.

**13) Guarantees** - In addition to the product guarantees referred to in the Italian Civil Code and with the limits already indicated, BP provides the following guarantees for the photovoltaic panels of the "Solarday" brand (of which it is the owner) which are also found on the site under the name Warranty conditions.

The buyer must notify BP in writing of any aesthetic defects within eight (8) days of delivery of the Panels. Any defects that have occurred must be immediately communicated to BP, which reserves the right to assess them at its discretion by verifying the exclusions referred to in this document.

**14) Prohibition of Export** - Unless otherwise agreed, it is the obligation of the Buyer not to export the goods supplied to him by the Supplier or to transfer them to firms or persons for export.

**15) Force majeure; exclusion of liability and/or cancellation of orders** - In any case of force majeure, which prevents the Supplier or the Purchaser from maintaining the contractual conditions, the Supplier will have the right to cancel the order or request its execution within a deadline to be set. Naturally in this case the delivery terms of the original order remain extended for a period corresponding to the suspension. The causes of force majeure also include the lack of availability of cells.

**16) Unforeseen impracticability, force majeure and accident** - The following causes of impossibility to perform the service by the supplier not attributable to the latter are considered: unavailability of the raw material on the market; dissolution of the company; suspension of the activity due to the intervention of the public authority, etc., except for the further hypotheses of unforeseeable circumstances and force majeure. In these cases, the supplier cannot be held liable to the other party for the delay or failure to perform its obligations and the order is terminated by law.

**17) Uses and assignment of the contract or credits** - For all cases not contemplated in these conditions, the provisions of Italian law will apply and, failing that, the uses recognized in the Milan marketplaces. This Agreement, any sale, and any related right or obligation may not be transferred to third parties by the Customer. BP may assign any or all of its claims arising from this Agreement or any Sale without the prior written consent of the other party.

**18) Intellectual property** - The Customer acknowledges that the trademark, and/or other trademarks shown on the Products or connected to the Products supplied, and/or names and distinctive signs to the products and other related technical documents are the exclusive property of BP or third parties who licensed them to him. The unauthorized use of the brands shown on the products or connected to the products supplied, and/or names and distinctive signs to the products and

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other technical documents relating to them are forbidden. In particular, it is prohibited for the Customer to reproduce totally and/or partially technical data sheets and/or formulations of the products purchased or viewed, or to exploit the technical information relating to them for purposes not directly connected to their supply. Furthermore, the Customer is prohibited from communicating news and technical information concerning the products and which may also allow their reproduction. It is also forbidden for the Customer to cancel or alter the trademarks or other distinctive signs affixed to the Products.

**19) Jurisdiction** - The judicial authorities of Milan are exclusively competent for any action or dispute.

**20) Processing of personal data** - The personal data of the user/purchaser are used by BP, which is the data controller, in compliance with the principles of protection of personal data established by the GDPR 2016/679 Regulation.

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