

Solar System Terms and Conditions

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1. OUR MISSION AND PROMISE

Zonvoornix B.V. is dedicated to empowering everyone to participate in the transition to sustainable energy. We make solar energy accessible and straightforward by providing:

- Free, non-binding consultations: Whether you request a quote online or visit our store, we offer expert advice tailored to your needs.
- Transparent cost and savings calculations: You'll receive a clear estimate of your potential savings and the required investment, making the switch to clean energy understandable and achievable.
- High-quality products: We offer a range of A-brand products, ensuring you receive the best quality and the latest advancements in solar technology.
- Professional and personalized support: Our team of experts will guide you through every step of the process, from initial consultation to installation and beyond.
- Qualified personnel and guaranteed safety: Zonvoornix works exclusively with skilled professionals who adhere to the highest industry standards, ensuring the safety and quality of your solar installation.

2. DEFINITIONS

The following definitions apply throughout these Solar System Terms and Conditions:

- Solar System Terms and Conditions: This document outlining the terms and conditions governing the relationship between Zonvoornix and the Customer.
- Zonvoornix: Zonvoornix B.V. (or its affiliated companies and successors) with whom the Customer has entered into an Agreement, or from whom the Customer has requested and/or received a quotation or offer.
- Consumer: A natural person not acting in the course of a profession or business.
- Services: (Additional) services or activities performed for, on behalf of, or at the instruction of the Customer.

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- **Installer:** Zonvoornix (or an affiliated company, subcontractor, or third party engaged by Zonvoornix) responsible for assembling and installing the Solar System at the Customer's Property.
- **Customer:** The natural person(s) or legal entity with whom Zonvoornix has entered into an Agreement, or for whom additional services are being performed, or if no Agreement has yet been concluded, the natural person or legal entity who has requested a quotation or offer from Zonvoornix.
- **Purchase Agreement:** The agreement between the Customer and Zonvoornix regarding the purchase of the Solar System.
- **Purchase Price:** The total price payable by the Customer for the Solar System, including standard installation costs and Sales Tax.
- **Supplier:** The supplier(s) who provide components of the Solar System to Zonvoornix.
- **Grid Congestion:** Overload of the electricity grid (network capacity or transport capacity).
- **Agreement:** Any agreement concluded by the Customer with Zonvoornix (including the Purchase Agreement).
- **Force Majeure:** Any circumstance, event, or situation beyond the reasonable control of Zonvoornix that prevents or impedes the fulfillment of its obligations, including (but not limited to) natural disasters, fire, explosion, emergency, terrorism, uprising, riots, strikes, business and communication disruptions, factory damage, power/telecommunication failure, labor disputes, embargoes, trade sanctions, interventions, pandemics, epidemics, quarantines, production problems, inability to obtain labor or materials, customs obstacles, transport problems, non-delivery or late delivery by Zonvoornix's suppliers, (enforcement or compliance with) government laws or regulations (or any changes thereto), congestion or limitation of transport facilities, closure of (air/sea) ports, or any other (adverse, exceptional, or catastrophic) event, cause, circumstance, or emergency beyond the control of Zonvoornix.
- **Property:** The dwelling, building, or outbuildings located on the same plot owned by the Customer, where the Solar System is/will be mounted.
- **Solar System:** The Solar System sold by Zonvoornix to the Customer, consisting of solar panels, inverter(s), and all other assembly and installation materials (including necessary wiring).

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3. ABOUT ZONVOORNIX AND THE SOLAR SYSTEM TERMS AND CONDITIONS

3.1 Zonvoornix

3.1.1 Zonvoornix B.V. is a limited liability company established under Curacao law, with its registered office in Curacao and its principal place of business at Franklin D. Rooseveltweg 362 (Chamber of Commerce number 165683, CRIB number 102680814).

3.2 Solar System Terms and Conditions

3.2.1 These Solar System Terms and Conditions apply to all our services, products, offers, quotations, deliveries, installations, assembly, and Agreement(s) (including any additional or follow-up orders) with the Customer. By requesting, purchasing, ordering and/or paying for a product or service online, by phone, in writing, or verbally, you agree to the applicability and content of the Solar System Terms and Conditions and our Privacy Statement.

3.2.2 This document (articles 1 through 5 with corresponding sub-articles and paragraphs) comprises our Solar System Terms and Conditions. We advise you to read the full Solar System Terms and Conditions (especially articles 3, 4 and 5), as they are binding and leading at all times. A reference to article x.y.z (for example 5.1.3) means: article 5 (the fine print...), sub-article 1 (offer, quotation and agreement), paragraph 3.

3.3 Key Points of Attention

3.3.1 Notwithstanding the applicability of these Solar System Terms and Conditions, it is important to understand the following:

- Offers and quotations are non-binding and indivisible: They cannot be partially accepted and may be limited in validity or revoked by us.
- Agreements are formed upon mutual confirmation: This requires both your acceptance of our offer/quotation and our subsequent confirmation or commencement of the Agreement.
- Delivery and installation times are indicative: They are not guaranteed and cannot be considered as strict deadlines.
- Savings and payback expectations are estimates: Actual results may vary depending on factors such as weather conditions, effective sun hours, placement/orientation of the Solar System, flora growth, shadow casting, grid congestion, or changes in applicable laws/regulations.
- Offers and/or quotations do not automatically apply to future orders.

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3.4 Our and Your Obligations

3.4.1 Our primary obligation is to ensure the proper installation and functioning of the Solar System. We guarantee that the delivered and installed Solar System conforms to the Agreement and possesses the qualities necessary for normal use according to its intended purpose.

3.4.2 Should the Solar System malfunction or if damage occurs during installation due to our fault, we will rectify the issue within a reasonable timeframe. Timely notification of any defects or damages is crucial. See article 4.1.3 for the timeframe within which you must contact us.

3.4.3 Your key obligations are:

- Provide accurate and complete information: This includes details about your property, roof, electrical system, internet connection, and any specific requirements that may impact the installation.
- Obtain necessary permits and authorizations.
- Ensure your availability on the agreed-upon installation date(s).
- Provide a functioning Wi-Fi/internet connection at the inverter location.
- Have a suitable meter box and electrical connection that complies with current legislation.
- Prepare a safe, clean, and accessible workspace for the installation team.
- Fulfill your payment obligations on time.

3.5 Warranties

3.5.1 Zonvoornix does not offer a separate product warranty on the Solar System. The manufacturer warranties for the individual components of the Solar System, such as solar panels and inverters, will apply. Details of these warranties, including duration and terms, are available from the respective manufacturers.

3.5.2 Any dismantling, repair, relocation, alteration, or combination of the Solar System by the Customer or a third party will void all manufacturer warranties and Zonvoornix will not be liable for any defects or damages resulting from such actions. For information about the installation warranty offered by Zonvoornix, please refer to article 5.8.

3.6 Purchase on Installment/Financing, Subsidy

3.6.1 Under certain conditions, Solar Systems can be purchased through installment plans, financing, or subsidies. Please note that borrowing money, including installment plans and financing, incurs costs. Zonvoornix is not responsible for the approval or rejection of financing or subsidies, and payment deadlines to Zonvoornix are not dependent on or linked to the payment terms of the subsidy, fund, or loan provider.

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3.7 Grid Congestion and Phase Connection

3.7.1 Zonvoornix advises Customers to be aware of potential grid congestion, which can impact the ability to feed energy back into the grid and may result in temporary limitations on earning potential. In some cases, your solar panels and/or inverter may be automatically shut down for safety reasons. Zonvoornix is not responsible or liable for any issues or consequences related to grid congestion.

3.7.2 Zonvoornix will handle the connection of the Solar System to your existing electrical connection. Any required upgrades or modifications to the connection between the energy grid and the meter box, including phase upgrades, are the responsibility of the Customer.

4. COMPLAINTS, CONTACT, AND PRIVACY

4.1 Complaints

4.1.1 If any issues arise during installation, disassembly, service execution, or if you believe you have a claim under any warranty, please notify us promptly and provide as much detail and evidence (e.g., photos) as possible. See article 4.2 for contact details.

4.1.2 We draw your attention to the deadlines and provisions for submitting complaints or damage claims (see article 4.1.3) and any limitations of liability (see article 5.9). Zonvoornix is not liable for any indirect or consequential damages, missed or lost electricity savings or earnings potential, or any form of damage resulting from Force Majeure.

4.1.3 The following deadlines apply to complaints or damage reports:

- Visible defects or damages: Report within 15 days of discovery.
- Defects or damages discovered within 3 months of delivery: Report within 15 days of discovery.
- Other complaints (e.g., warranty claims): Report within 15 days of discovery and within the warranty period.

4.1.4 Investigation costs for issues not covered by warranty or not attributable to Zonvoornix will be borne by the Customer.

4.2 Contact

4.2.1 For contact information, please refer to your quotation, Agreement, these Solar System Terms and Conditions, or our website.

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4.3 Privacy (Statement)

4.3.1 We respect your privacy and adhere to the following principles:

- **Transparency:** Our Privacy Statement provides information on how we collect, process, and protect your personal data.
- **Purpose limitation:** We collect only necessary data for specific purposes, such as Agreement execution, customer service, and direct marketing (with your consent).
- **Access and choice:** You have the right to access, modify, or delete your personal data.
- **Security:** We implement appropriate security measures to protect your data.

4.3.2 Zonvoornix reserves the right to perform a credit check prior to concluding an Agreement with a Consumer. You also agree that we may capture images of the installed Solar System and relevant areas of your property for documentation and marketing purposes.

4.3.3 Zonvoornix may record telephone conversations for quality and training purposes. Verbal confirmations or agreements will be recorded for evidence and may be subsequently confirmed in writing.

4.3.4 You agree that we may share your personal data with affiliated companies, subcontractors, and third parties for Agreement execution and service provision.

4.3.5 Please refer to our Privacy Statement for detailed information on data processing and your rights. You can easily opt out of direct marketing communication. By accepting these Solar System Terms and Conditions, you agree to our Privacy Statement.

5. THE FINE PRINT...

This section provides further details on the rights and obligations of both the Customer and Zonvoornix, including limitations of liability and disclaimers.

5.1 Offer, Quotation and Agreement

5.1.1 Price lists, catalogs, and brochures are not binding unless otherwise agreed upon. Obvious errors or mistakes are not binding and can be corrected by Zonvoornix.

5.1.2 Zonvoornix reserves the right to reject any request for a Solar System or quotation without providing a reason.

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5.1.3 Formation of the Agreement: An Agreement for the purchase and installation of a Solar System is considered legally binding and comes into effect when both of the following conditions are met:

- Customer Acceptance: The Customer accepts Zonvoornix's offer or quotation for the Solar System. This acceptance can be communicated verbally, in writing (including email or letter), or through an online platform provided by Zonvoornix.
- Zonvoornix Confirmation: Zonvoornix confirms its acceptance of the Customer's order.

This confirmation can be given:

- Explicitly: Zonvoornix sends a written or verbal confirmation directly to the Customer, acknowledging their acceptance of the offer or quotation.
- Implicitly: Zonvoornix starts work on the order, such as ordering materials for the Solar System or scheduling the installation date.

5.1.4 If the Customer provides inaccurate or incomplete information, Zonvoornix has the right to terminate the Agreement and charge for any incurred costs.

5.1.5 The agreed-upon services and products (and relevant costs) pertain only to what is explicitly described in the Agreement.

5.1.6 Additional work or products not specified in the Agreement will be considered extra work and billed separately.

5.1.7 The Customer must ensure that Zonvoornix can carry out the installation within 3 months of Agreement acceptance. If the Customer wishes to postpone or if installation cannot be completed within 3 months due to the Customer's actions or requests, Zonvoornix may charge a 30% deposit of the total order amount plus any storage fees and price increases.

5.1.8 In case of unforeseen circumstances or Force Majeure, Zonvoornix reserves the right to deliver a comparable or better Solar System. If this is not possible, the Customer has the right to terminate the Agreement.

5.2 Right of Withdrawal for Consumers

5.2.1 This article applies only to Consumers who purchase a Solar System from Zonvoornix through distance selling (e.g., online, telephone) or outside of a retail space.

5.2.2 Consumers have the right to cancel their purchase of a Solar System, without giving a reason, within 14 calendar days following the day they receive the Solar System. However, this right of withdrawal ends once installation of the Solar System has begun, with the Consumer's explicit consent.

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5.2.3 To exercise the right of withdrawal, the Consumer must notify Zonvoornix of their decision to cancel before installation begins. This can be done by contacting Zonvoornix through the methods specified on their website or in writing (email or post).

5.2.4 No Right of Withdrawal after Installation: Once installation of the Solar System has commenced with the Consumer's consent, they no longer have the right to withdraw from the purchase, even if it is within the initial 14-day period.

5.2.5 Refunds: If the Consumer cancels their purchase before installation begins, Zonvoornix will refund the full purchase price within 14 calendar days of receiving the cancellation notice.

5.2.6 Return Fees After Installation: If the Consumer cancels the purchase after installation has begun, no refund will be provided.

5.2.7 Customized Solar Systems: The right of withdrawal does not apply to Solar Systems that were custom-built to the Consumer's specific requirements.

5.2.8 During the 14-day withdrawal period, the Consumer must handle the Solar System and all accompanying materials with care. They are permitted to test the system as they would in a store, but excessive use beyond reasonable testing may result in deductions from the refund to cover any depreciation in value.

5.3 Cancellation/Termination

5.3.1 Unless legally permitted, the Customer cannot cancel an order agreed upon in an Agreement.

5.3.2 If a Consumer cancels an order after the withdrawal period but before execution, they are liable for any costs incurred by Zonvoornix.

5.3.3 If a Consumer cancels an order after Zonvoornix has started execution, Zonvoornix is entitled to charge the full order amount.

5.3.4 If the Consumer terminates the Agreement after installation and delivery, Zonvoornix's retention of title and the provisions of article 5.5 apply.

5.4 Prices and Payment

5.4.1 Prices are in Nafl and include Sales Tax, unless otherwise stated.

5.4.2 Unless agreed otherwise, Zonvoornix will charge the prices and rates stated in the brochure, catalog, website, or price list.

5.4.3 Zonvoornix may increase the agreed-upon price in case of cost-increasing changes. The Customer has the right to terminate the Agreement within 14 days of notification if they do not agree with such an adjustment.

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5.4.4 Extra work will be billed separately and considered accepted if not disputed in writing within 8 days of the invoice date.

5.4.5 Invoiced amounts are due regardless of whether the Customer has used the delivered goods or services.

5.4.6 The Customer must pay all invoices in full according to the stated payment terms.

5.4.7 Late payments will incur legal interest and extrajudicial collection costs.

5.4.8 Non-Consumers do not have the right to offset claims against Zonvoornix or suspend payments.

5.5 Retention of Title and Right of Retention

5.1 Zonvoornix retains ownership of the delivered goods until the Customer has fulfilled all obligations. The Customer is responsible for the safekeeping of the goods during this period.

5.2 If the Customer fails to fulfill payment obligations, they are obliged to cooperate with the return of the delivered goods to Zonvoornix.

5.6 Execution of the Agreement

5.6.1 Zonvoornix will make every effort to execute orders and services with care, in accordance with its standards and the agreements made with the Customer. All services are provided on a best-effort basis.

5.6.2 The Customer agrees that Zonvoornix may subcontract the Agreement to its personnel or third parties.

5.6.3 The Customer must provide timely and cost-free cooperation, including providing all necessary information, facilities, and materials. If the Customer fails to fulfill these obligations, Zonvoornix may suspend or terminate the Agreement and/or charge additional costs.

5.6.4 The Customer must ensure a safe and accessible installation environment. Zonvoornix may suspend or terminate the Agreement and/or charge additional costs if the Customer fails to comply.

5.6.5 Unless explicitly agreed otherwise, the following applies:

- Zonvoornix's obligations do not include maintenance, repairs, installation of additional equipment, or provision of support services.
- Zonvoornix is not obligated to follow the Customer's instructions that alter or expand its obligations.
- The Customer is responsible for obtaining any necessary permits or authorizations.
- The Customer is responsible for preventing issues caused by power outages during installation.

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5.6.6 The occurrence of extra work or the Customer's failure to obtain subsidies or permits does not constitute grounds for cancellation or termination of the Agreement.

5.6.7 Acceptance of the delivered goods or services cannot be withheld for reasons other than those related to the agreed-upon specifications or minor faults that do not impede operational use.

5.6.8 Acceptance or use of the delivered goods or services constitutes fulfillment of Zonvoornix's delivery and installation obligations.

5.7 Delivery and Deadlines

5.7.1 Delivery deadlines are indicative and not binding. Exceeding a deadline does not constitute default by Zonvoornix and does not entitle the Customer to compensation.

5.7.2 The risk of loss, theft, depreciation, or damage to goods or services transfers to the Customer upon delivery.

5.7.3 Zonvoornix is not bound to deadlines that cannot be met due to Force Majeure or if the Customer fails to fulfill its obligations.

5.7.4 If delivery is impossible, Zonvoornix will make reasonable efforts to provide a replacement.

5.7.5 If the Customer fails to accept delivery, the goods will be stored at the Customer's risk and expense.

5.8 Installation, Assembly and Delivery

5.8.1 Installation and assembly of the Solar System will be carried out exclusively by or on behalf of Zonvoornix. The Solar System is considered delivered upon commissioning.

5.8.2 If the Customer provides incorrect or incomplete information, preventing installation or requiring additional visits, Zonvoornix may charge the Customer for the incurred costs.

5.8.3 Zonvoornix may terminate or suspend installation without liability if it becomes apparent during installation that the Solar System cannot be installed on the Property, requires extra work, or if installation is unsafe or inadvisable.

5.8.4 The Customer will provide all necessary cooperation for installation.

5.8.5 Zonvoornix is not liable for damage to the roof or Property unless it is a direct result of an error by Zonvoornix or the Installer during installation. The "installation warranty" covers the proper attachment of the Solar System and is valid for 12 years after installation, unless otherwise specified. A maximum of 3 months warranty applies to leaks and associated damages.

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5.8.6 The Customer must inform Zonvoornix immediately of any damage to the Property caused by installation.

5.9 Extra Work

5.9.1 Any changes to the work resulting in additional costs will be considered extra work and billed to the Customer.

5.9.2 Extra work will be calculated based on the price-determining factors at the time the work is performed.

5.9.3 Less work does not reduce the Purchase Price or offset extra work.

5.10 Force Majeure

5.10.1 In case of Force Majeure, the delivery time will be extended. If the Force Majeure persists for at least 60 consecutive days, either party may terminate the Agreement.

5.10.2 The Customer remains obligated to pay for any work completed or costs incurred by Zonvoornix prior to or during Force Majeure.

5.10.3 Zonvoornix is entitled to compensation for any costs or completed work in case of Agreement termination due to Force Majeure.

5.10.4 Neither party can claim damages in case of Force Majeure.

5.11 Quality, Service and Warranty

5.11.1 Samples or models serve only as a measure of average quality and execution.

5.11.2 Color and texture variations in solar panels and inverters are permissible and understandable.

5.11.3 Zonvoornix is entitled to make changes to specifications within reasonable limits if they do not significantly alter the technical execution or impede operational use.

5.11.4 Zonvoornix provides no additional warranty on services beyond the installation warranty outlined in article 5.8.5. For the individual components of the Solar System, such as solar panels and inverters, the manufacturer warranties will apply. Details of these warranties, including duration and terms, are available from the respective manufacturers. The Customer can directly claim the manufacturer's warranty from Zonvoornix.

5.11.5 If no manufacturer's warranty is provided for a particular component, Zonvoornix guarantees that the component possesses the expected qualities for a reasonable period, not exceeding 12 months after purchase.

5.11.6 The Customer must promptly inform Zonvoornix of any complaints regarding the delivered goods or services and provide a detailed description of the issue.

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5.11.7 Zonvoornix may charge for repair costs if the issue is due to user error, improper use, or other causes not attributable to Zonvoornix or the supplier.

5.11.8 Any warranty obligations lapse if the Customer makes changes to the delivered goods. Failure to fulfill obligations under any Agreement with Zonvoornix also suspends warranty obligations.

5.11.9 Returns are not permitted without prior authorization from Zonvoornix.

5.11.10 Advice, opinions, or recommendations provided by Zonvoornix, including regarding potential yields or returns, cannot be interpreted as guarantees.

5.11.11 If a manufacturer's warranty applies and a defect in the delivered goods is acknowledged by the respective manufacturer, the manufacturer will have the choice to either re-deliver, repair, or provide a discount on the purchase price. In the first two cases, the Customer shall return the defective goods to Zonvoornix, observing articles 5.2.6 and 5.11.9. Defects in a part of the delivered goods do not give the Customer the right to reject the entire delivery. If a product needs to be replaced under the manufacturer warranty, Zonvoornix has the right to charge for labor costs unless the product supplier covers these costs.

5.11.12 The Customer must thoroughly inspect the delivered goods upon delivery and report any defects within 15 days.

5.11.13 The right to complain lapses if the Customer has processed, altered, damaged, or mixed the goods with other items.

5.11.14 The Customer has no other warranty rights than those described in this Agreement, except for statutory rights in case of non-conformity.

5.11.15 Warranties do not extend to defects caused by external factors such as fire, short circuit, water damage, lightning, vandalism, or extreme weather conditions.

5.11.16 Changes to the Property after installation may have adverse effects on the Solar System. Zonvoornix is not liable for such consequences or damages.

5.12 Liability and Indemnification

5.12.1 Limitations and exclusions of liability also apply to Zonvoornix's directors, employees, and any (legal) persons involved in the execution of the Agreement.

5.12.2 Zonvoornix's liability is excluded, except in cases of intent or deliberate recklessness. Limitations of liability do not apply to death or personal injury caused by Zonvoornix.

5.12.3 If the exclusion of liability is not permitted by law, Zonvoornix's total liability is limited to direct damages up to the amount of the Purchase Price or the annual fee for long-term Agreements, with a maximum of Naf1 10,000, unless otherwise specified.

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5.12.4 Zonvoornix can only be held liable for direct damages resulting from installation work in case of a demonstrable error or negligence.

5.12.5 Zonvoornix is not liable for indirect damages, consequential damages, loss of profit, loss of revenue, loss of savings, grid congestion, fines, loss of goodwill, damage due to business stagnation, damage due to power fluctuations/interruptions, damage as a result of claims by customers or suppliers of the Customer, damage or loss of data or documents, or any other form of damage.

5.12.6 Zonvoornix is not obligated to compensate for damage covered by the Customer's insurance.

5.12.7 The Customer must report any claims for damages to Zonvoornix within 30 days of the occurrence. Claims expire one year after the event giving rise to the damage or claims.

5.12.8 The Agreement is executed solely for the benefit of the Customer. Third parties cannot derive any rights from it. The Customer indemnifies Zonvoornix against claims from third parties alleging damage caused by Zonvoornix's work or deliveries.

5.12.10 Zonvoornix is not liable for loss of income or any professional or business damage if the Solar System cannot be delivered, assembled, and/or installed on an agreed-upon date or in case of delays.

5.12.11 Zonvoornix is not liable for the consequences of changes in tax and/or energy legislation, even if the monetary yield or savings from the Solar System are lower than at the time of concluding the Agreement.

5.12.12 If the Customer arranges for the installation and assembly of the Solar System themselves or by a third party other than Zonvoornix, Zonvoornix is not responsible or liable for any damages or costs related to this. Any installation warranty for the part of the Solar System installed by the Customer or a third party will be void.

5.13 Termination or Dissolution of the Agreement

5.13.1 Both Zonvoornix and the Customer can terminate the Agreement:

- Immediately if the other party applies for moratorium or is declared bankrupt.
- If the other party seriously breaches its obligations and fails to remedy the breach within a reasonable period.
- Immediately if the other party seriously breaches its obligations and fulfilling them becomes permanently impossible.

5.13.2 If the Customer has already received services under the Agreement at the time of termination, these services and the associated payment obligation cannot be undone unless the Customer proves that Zonvoornix was in default.

5.13.3 Zonvoornix reserves the right to suspend and/or terminate the installation or terminate the Agreement if, after a reasonable assessment by Zonvoornix, it is determined that:

- The safety of employees is at risk.
- The installation location is not sufficiently accessible.

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- The roof tiles or roof construction are unsuitable for solar panels.
- Asbestos is found.
- The condition of the roof is too poor for installation.
- A dangerous situation is found in the meter box.

5.14 Intellectual Property Rights

5.14.1 All intellectual and industrial property rights to equipment or materials developed or provided under the Agreement, such as analyses, designs, manuals, documentation, reports, quotations, brochures, catalogs, as well as preparatory material thereof, belong exclusively to Zonvoornix, its licensors, or its suppliers. The Customer only obtains the temporary user rights explicitly granted by these terms and conditions and the law, or those necessary for the Customer's use of the product. Any other or further right of the Customer to reproduce, use, or disclose is excluded.

5.14.2 In case of ambiguity regarding the rightful owner of any intellectual or industrial property right, it is assumed that Zonvoornix is the rightful owner until the Customer proves otherwise. The Customer is not permitted to remove or alter any indication regarding the confidential nature or regarding copyrights, trademarks, trade names, or other intellectual or industrial property rights from the equipment, packaging, or other materials.

5.15 Miscellaneous

5.15.1 These Solar System Terms and Conditions are an integral part of the Agreement. Deviations from the Agreement and these Solar System Terms and Conditions are only valid if explicitly agreed upon in writing by both Parties. Additional agreements or amendments to an Agreement or commitments made by Zonvoornix personnel are only binding for Zonvoornix if confirmed in writing by Zonvoornix.

5.15.2 If more than one (legal) person acts as a Customer of Zonvoornix, all are jointly and severally liable for the obligations towards Zonvoornix.

5.15.3 If one or more provisions in these Solar System Terms and Conditions are invalid or void or should be annulled, the remaining provisions of these Solar System Terms and Conditions remain in full force. Zonvoornix and the Customer will then agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the original provision will be approximated as much as possible.

5.15.4 Any additional or further agreed upon Services will be subject to these Solar System Terms and Conditions and such other or further terms and conditions agreed upon by the Parties.

5.16 Applicable Law and Jurisdiction

5.16.1 All legal relationships and Agreements are governed by the laws of Curaçao.

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5.16.2 Disputes related to or arising from the Agreement will be submitted exclusively to the competent court in Curaçao.

5.17 Lowest Price Guarantee

5.17.1 The Customer must provide an original written quotation from a recognized competitor specifying the price for comparable solar panel products and installation services.

5.17.2 The competitor's quotation must be current and valid at the time of submission.

5.17.3 Zonvoornix reserves the right to verify the authenticity and validity of the competitor's quotation.

5.17.4 Our guarantee does not cover additional services or products not explicitly mentioned in the quotation.

5.17.5 The guarantee applies only to solar panels that meet the same specifications and quality as those offered by Zonvoornix (warranties must match and the watt peak may differ by a maximum of 5 Wp).

5.17.6 The Lowest Price Guarantee cannot be combined with other discounts or promotions.

5.17.7 Customers who already have an approved quotation from Zonvoornix cannot subsequently claim the Lowest Price Guarantee.

5.17.8 The Customer must agree to the quotation in the store to be eligible for the Lowest Price Guarantee.

5.17.9 Zonvoornix reserves the right to reject claims that are considered fraudulent or misleading.

5.17.10 The Lowest Price Guarantee implies that Zonvoornix will match the price of the competitor's quotation, provided that all other conditions of the competitor's offer (such as warranty period, scope of warranties, delivery times, etc.) are largely similar or equivalent, at the sole discretion of Zonvoornix.

5.17.11 Zonvoornix reserves the right to modify the terms of the Lowest Price Guarantee without prior notice.

5.17.12 Zonvoornix is entitled to withdraw this Lowest Price Guarantee offer at any time without providing a reason. This right does not extend to Lowest Price Guarantee quotations that have been accepted by the customer and are irrevocable.