

Terms and Conditions

1. General Provisions

The following Business Terms and Conditions, define the relationship between, WEST ECO RECYCLING IRELAND LIMITED T/A ENERGIEXP[®], registration number: 534359, VAT no: IE 3217660IH, with address at 20 Doctor Mannix Road, Salthill, Galway, H91TYA5, as supplier of ENERGIEXP[®] Photovoltaic System, and the customer.

2. Completion of the Maintenance Agreement

As a customer, you can enter into a maintenance agreement with **ENERGIEXP[®]** remotely via our customer line, or personally by meeting one of our representatives. **ENERGIEXP[®]** accepts to provide maintenance to the Solar PV system installed by it and owned by you, within the services included in the chosen maintenance package under the below terms and conditions.

In order to complete a maintenance agreement you have to fill in the **Subscription Form** and indicate the maintenance package you opt for. The maintenance agreement shall then be accepted by **ENERGIEXP[®]** and confirmed to you by e-mail.

The agreement is binding for a period of 1 year from the date of the receipt of the acceptance e-mail by **ENERGIEXP[®]**.

If you wish to terminate the agreement after the expiry of the 1-year term, you must provide a notice to **ENERGIEXP[®]** in writing 2 months prior to the expiry of the 1-year term. Otherwise the Agreement will be automatically extended for an additional 1-year term.

Unless you have informed **ENERGIEXP[®]** in writing, you warrant that the Photovoltaic System is undamaged and in good working order at the time of agreement renewal.

3. Withdrawal for No Reason

You are entitled by law to withdraw from an agreement without giving a reason within 14 days of entering into one. If you wish to exercise this right, you must notify us of your decision to withdraw from the agreement within the aforesaid time limit. To do this please contact us

at Telephone: +353 1 5292788 or E-mail: info@energiexpro.com

In the event that you withdraw from the agreement, we will refund you any money paid.

4. General obligations

You must use the Photovoltaic System only for the purpose for which it was designed and in accordance with the manufacturer's specifications and the **ENERGIEXP[®] User Manual**, including but not limited to instructions in connection with the maximum capacity of the Photovoltaic System.

You must otherwise maintain the Photovoltaic System in good working order and condition at all times and in accordance with the manufacturer's specifications and recommendations.

The Maintenance Service is available each Business Day from 09:00 am to 18:00pm.

If the Maintenance Service is required by you outside of these hours, it will be provided to you at an additional cost.

5. Breach of the agreement

The Maintenance Service does not include maintenance that:

(a) is required because materials other than those approved by us /manufacturer for use in the Photovoltaic System were used.

(b) is necessary due to modifications, alterations or repairs that were carried out to the Photovoltaic System by anyone other than **ENERGIEXP[®]**, or persons employed or engaged without our consent.

(c) is required because of (i) Customer's neglect of the Photovoltaic System, (ii) damage or misuse of the Photovoltaic System by Customer, (iii) use of the Photovoltaic System contrary to the manufacturer's specifications, recommendations or instructions, (iv) use of the Photovoltaic System by unqualified and/or untrained personnel, (v) the Photovoltaic System being moved from its installed location by persons or entities not authorized by **ENERGIEXP[®]**, (vi) not keeping the Photovoltaic System secure from theft or damage, and (vii) use of the Photovoltaic System contrary to its user

or operator's manual, or (viii) Costumer lost warranty statement within the period of its validity, or (ix) any other breach by the Costumer

Any repair of the Photovoltaic System that is required as a result of clause 5 will be at the Costumer's expense.

Costumer agrees to give us access to Costumer's premises for the purposes of the agreement.

6. Complaints

Our Customer Care team will address any of your complaints and they can be contacted by phone: +353 1 5292788 or E-mail: info@energiexpro.com

You will be given a Complaint Reference Number and you will be informed of the processing of the complaint, in particular of its receipt, resolution options and timeline via e-mail or letter. We may also contact you by phone.

The processing of the complaint including the defect removal will ordinarily not exceed 30 working days. It is necessary for you to provide us with the assistance required to meet the above time limit.

7. Method of Payment

You are obliged to pay the annual Subscription fee within 5 business days from the date of concluding the maintenance agreement. If no payment is made, the agreement shall be immediately and automatically terminated without necessity of any written notice.

8. Applicable law

The Agreement is governed by the laws of Republic of Ireland and the parties submit to the jurisdiction of the courts of Republic of Ireland.

9. General Information

By opting for one of the maintenance packages, you consent to receiving an electronic invoice. Please contact us in case you want to receive the invoice in hard copy.

ENERGIE X PRO[®] will process any personal data in accordance with the requirements of Data Protection Regulations in force in the European Union.

The Costumer gives his explicit written consent to **ENERGIE X PRO**[®] for the processing of his/her personal

data. The customer shall have the right to withdraw this consent at any time.

The performance of this Agreement including the provision of services and maintenance is independent from the consent to the processing of personal data. The personal data is provided by sending the Subscription Form with the chosen maintenance package and is required by law to specify the Parties.

I/We have read the Terms and Conditions and hereby agree to be bound by them and consent to the use of my/our personal data for the purposes described in them.

Client name: _____

Signature: _____

Date: __/__/2023