

Terms of Sale for business customers

Version 1 · Effective date: 2026-09-24

Draft under legal review. This text is not yet final.

Who we are

EPEVER Technologies Europe B.V. (trade name EPEVER)

Delftechpark 37G, 2628 XJ Delft, the Netherlands

Chamber of Commerce (KvK): 97511145 · VAT: NL868084578B01

Email: ecommerce@epever.eu · Phone: [LAWYER TO CONFIRM: customer service phone number]

1. Scope and business capacity

These terms apply to every offer, quotation, order and contract between EPEVER Technologies Europe B.V. ("EPEVER") and a buyer acting in the course of its trade, business or profession ("Buyer"). By ordering as a business the Buyer confirms that it acts in that capacity. General terms of the Buyer do not apply.

2. Definitions

As in the consumer terms, with "Buyer" meaning the business customer.

3. Offer, quotations and conclusion

1. Quotations are valid for 30 days unless stated otherwise. See the Quotation Terms.
2. The contract is concluded when EPEVER sends the order confirmation. The Buyer may add its purchase order number; it is printed on the invoice but does not incorporate any of the Buyer's terms.
3. Obvious errors in prices or descriptions do not bind EPEVER.

4. Prices and VAT

1. Prices are in euro excluding VAT. Dutch VAT is added, unless the intra-community reverse charge applies: the Buyer has a valid VAT number verified in VIES and the goods leave the Netherlands to another EU country. The invoice then states "VAT reverse charged" (btw verlegd).
2. Customer-group and price-list prices are personalised and confidential.

5. Payment

1. Card, iDEAL, Bancontact, SEPA and wallet payments are due at ordering. Bank transfer and payment links are due within 14 days of the invoice date.
2. If the Buyer pays late it owes statutory commercial interest (art. 6:119a Dutch Civil Code) and extrajudicial collection costs under the Dutch Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).

6. Delivery and risk

Delivery is DAP (Incoterms 2020) to the delivery address given by the Buyer. Risk passes on delivery. Delivery times are estimates; exceeding them does not entitle the Buyer to damages unless EPEVER is in default after written notice with a reasonable term. Partial deliveries are allowed.

7. Dangerous goods

Lithium batteries (UN3480, UN3481) and energy storage systems are supplied only on quotation, packed and shipped under ADR. The Buyer ensures that someone at the delivery address can receive dangerous goods.

8. Inspection and complaints

The Buyer inspects the goods on delivery and reports visible defects and shortages within 8 days [LAWYER TO CONFIRM: inspection period], hidden defects within 8 days after discovery, in writing with photos. Transport

damage is noted on the delivery note.

9. No right of withdrawal; returns

Business buyers have no statutory right of withdrawal. Returns of non-defective goods only by prior written agreement, in original packaging, subject to a restocking fee of [LAWYER TO CONFIRM: restocking fee percentage] of the net value.

10. Warranty

EPEVER's commercial warranty applies as described in the warranty statement. Articles 7:17 et seq. Dutch Civil Code apply only as far as they cannot be excluded.

11. Liability

EPEVER's liability is limited to direct damage up to the invoice amount of the order concerned. EPEVER is not liable for indirect or consequential damage, including loss of profit, loss of energy yield, downtime or damage to other installations. These limits do not apply to intent or gross negligence of EPEVER's management.

12. Retention of title

Goods remain EPEVER's property until all amounts owed under the contract have been paid. The Buyer may resell them in the normal course of business.

13. Force majeure

EPEVER is not liable for failures caused by circumstances beyond its control, including carrier disruption, supplier delays, epidemics, war, sanctions and government measures. If force majeure lasts longer than 60 days either party may terminate for the unperformed part.

14. Export control and sanctions

The Buyer shall not sell, export or re-export the goods, directly or indirectly, to any country, person or entity in breach of EU sanctions (including Regulation (EU) 833/2014 and 269/2014) or applicable export control law. Breach entitles EPEVER to terminate immediately.

15. Applicable law and jurisdiction

Dutch law applies. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) is excluded. Disputes are submitted exclusively to the competent court in The Hague.

16. Contact

ecommerce@epever.eu