

# GENERAL TERMS AND CONDITIONS

## BISOL SUPREME CASHBACK

### Preamble

BISOL Proizvodnja, d. o. o., Latkova vas 59a, 3312 Prebold, Slovenia, tax number: SI 58719555 (hereinafter BISOL), enables end customers of BISOL Supreme photovoltaic modules to enjoy the benefits within the BISOL Supreme Cashback programme (subject to the additional conditions determined in this document) in the form of a partial refund of the amount intended for the purchase and payment of BISOL Supreme modules.

BISOL Supreme Cashback means a benefit in the purchase of BISOL Supreme photovoltaic modules, the amount and payment of which is determined by BISOL within its absolute discretion.

### 1. BISOL Supreme Cashback Benefit

The BISOL Supreme Cashback benefit in the form of a partial refund (hereinafter referred to as the Benefit) is valid only in the case of the purchase of BISOL Supreme photovoltaic modules and can only be applied once for an individual BISOL Supreme photovoltaic module.

Subject to certain conditions, the first end customer of BISOL Supreme modules, who is also the owner of the photovoltaic system in which the BISOL Supreme photovoltaic modules are used (hereinafter referred to as the Beneficiary), is entitled to the Benefit.

### 2. Claiming benefits

The right to the Benefit in the amount of 0.03 EUR / Wp can be claimed by the Beneficiary, who previously successfully registers on the website [www.BISOL.com/Supreme](http://www.BISOL.com/Supreme) and correctly provides all the necessary evidence of purchase and ownership of a solar power plant with BISOL Supreme modules.

The Beneficiary must claim the right to the Benefit within 12 months from the date of the initial purchase

of BISOL Supreme modules, the initial purchase being the date when the BISOL Supreme photovoltaic modules were purchased directly from BISOL, their distributor or installer. In order for the Beneficiary to claim the Benefit, BISOL Supreme modules must be installed in the end customer's photovoltaic system and fully paid, which means that BISOL must receive payment for them, either directly from the Beneficiary or through the distribution chain through which the Beneficiary bought the BISOL Supreme modules.

The Benefit in the amount of 0.03 EUR / Wp is paid to the Beneficiary only when it exceeds 90.00 EUR. This means that the Beneficiary is entitled to a payment for a photovoltaic system size of 3 kWp of power or more.

As part of the online registration and later in obtaining the right to the Benefit, the Beneficiary must submit to BISOL the documentation, on the basis of which BISOL determines the authenticity of the Beneficiary and the otherwise right for the payment of the Benefit.

BISOL has 21 days to review and evaluate the documentation, counting from the day when BISOL receives all the required documentation and a complete application for claiming the right to the Benefit. After the successful submission of the required documentation by the Beneficiary and its review by BISOL, BISOL has further 21 days to pay the Benefit to the Beneficiary. It is considered that the payment of the Benefit was executed in the moment when BISOL submitted the payment order to the bank. BISOL is not responsible for any delays in bank transfers, so the 21-day period for the payment of the Benefit does not include the time required to transfer funds from BISOL to the Beneficiary. BISOL will pay the Benefit to the Beneficiary to the bank account specified by the Beneficiary upon registration.

The Benefit for an individual BISOL Supreme module can only be claimed once.

Benefits are accumulated on the Beneficiary's registered account, but expire for each of the individual registrations if they are not paid within 14 months of the initial purchase of BISOL Supreme modules or in case of loss of the right for the payment of Benefits due to actions on the part of the Beneficiary.

The Benefit cannot be paid in cash, nor can it be exchanged or replaced with any other benefit, nor can it be transferred to third persons (natural or legal).

### 3. Contractual relationship

By confirming the online registration by BISOL, the Beneficiary receives a non-transferable identification number, based on which the Beneficiary acquires only the right to obtain the Benefit, and not any other rights in relation to BISOL.

The Beneficiary declares that the information and statements provided to BISOL are true and that in case of false statements it assumes any criminal and civil liability in relation to BISOL and third (natural or legal) persons that would be established in order to claim the Benefit. The Beneficiary commits to immediately notify BISOL with any changes of the information provided at the time of registration.

In the event of fraud, abuse, misleading or distortion of the facts as well as in the case of an attempt by the Beneficiary to defraud, abuse, mislead or distort the facts in claiming the right for the Benefit, the Beneficiary immediately loses the right for the payment of the Benefit.

The Beneficiary is only allowed one registration of personal (private or corporate) data, thus obtaining their own registration account, through which they can perform the individual registrations of BISOL Supreme modules. The basis for the registration of the account is mainly the indication of the address or registered office of the Beneficiary. In the event of an attempt of multiple registrations and claims for the same BISOL Supreme modules, BISOL has the right to immediately terminate the contractual relationship with the Beneficiary and demand reimbursement of the already paid Benefits. From then on, the Beneficiary is no longer entitled to the payment of the Benefit, and BISOL is entitled to penalties or respectively liquidated damages in the amount of at least all unpaid and already paid Benefits.

The individual Beneficiary is obliged to inquire about all the details of the BISOL Supreme Cashback benefits by reading these General Terms and Conditions published on the website [www.BISOL.com](http://www.BISOL.com).

The Beneficiary has the right to withdraw from this contractual relationship, concluded at a distance or outside the business premises of BISOL, within 14 days of successful online registration, without stating the reasons. In the event of termination of the contractual relationship after the expiration of the above period, BISOL is entitled to reimbursement of administrative costs related to the review of the Beneficiary's documentation and processing of the application for claiming the right to the Benefit, in the amount of EUR 50.00. Re-registration is not possible.

### 4. Personalised page

Each Beneficiary has a free application available on the website [www.BISOL.com](http://www.BISOL.com) at a specially designated application point, where they have the opportunity to view the registered personal data and data of registered BISOL Supreme modules after entering the username and password. The website enables monitoring of the status of individual submitted claims for the application of the Benefit as well.

The Beneficiary must carefully protect the access data for the use of the website (username, password, etc.) and treat the data in strict confidence. Under no circumstances may the username and password be accessible to third persons (natural or legal). The Beneficiary may change their personal data at any time by visiting the website [www.BISOL.com](http://www.BISOL.com) (place of application).

In the event of misuse or attempted misuse of online access, the Beneficiary commits to notifying BISOL immediately to email address [Cashback@bisol.com](mailto:Cashback@bisol.com).

### 5. Personal data protection

If it is necessary to implement the BISOL Supreme Cashback benefits, and therefore to claim and calculate the Benefit, BISOL collects, stores and processes personal data of the Beneficiary, such as data of consumer behaviour and purchases made. If the Beneficiary consents in this regard, BISOL shall also use the data of Beneficiary to send them information on the offers and products of BISOL Group.

All questions of the Beneficiary regarding the information, changes and deletion of personal data related to him, the Beneficiary may address directly to

BISOL, more precisely to the address BISOL Proizvodnja, d. o. o., Marketing Department, Latkova vas 59a, 3312 Prebold, Slovenia, or to the e-mail address [marketing@bisol.com](mailto:marketing@bisol.com).

Other provisions relevant to the protection of personal data when using the BISOL website in connection with the BISOL Supreme Cashback benefits are set out in the Privacy policy published on the website [www.BISOL.com](http://www.BISOL.com).

## 6. Services

The range of services provided by BISOL as part of the Benefit is limited by the provisions of these General Terms and Conditions.

Eventual obligations of BISOL arising in connection to the purchases of goods or services made by the Beneficiary from BISOL are not subject to these General Terms and Conditions, therefore BISOL does not assume any responsibility or liability for these obligations.

## 7. Responsibility

BISOL is not liable for any damage that may occur to the Beneficiary due to the claim of his right to the Benefit. The Beneficiary waives all their possible claims against BISOL in pursuance of their right to the Benefit.

## 8. Costs

Online registration under the BISOL Supreme Cashback Benefit is free of charge for the Beneficiary.

In claiming the right to the Benefit, the Beneficiary and BISOL shall each bear their own bank expenses.

The Beneficiary is aware of and expressly undertakes to pay all duties, taxes, etc. that might have to be covered due to the claim or payment of the BISOL Supreme Cashback Benefit.

## 9. Termination of the contractual relationship

The Beneficiary has the right to terminate the contractual relationship with BISOL at any time by

providing a written declaration, subject to the limitations set out in 3<sup>rd</sup> point of these General Terms and Conditions. In the event of termination of the contractual relationship, the Beneficiary loses the right to claiming the Benefit or receiving payment from it, and the Beneficiary is obliged to reimburse BISOL for all possible costs incurred by claiming the right.

BISOL may terminate the contractual relationship without any reason with a 14-day notice period or with a valid reason with immediate effect. A valid reason shall mean significant damage to economic interests or reputation of BISOL, and particularly a breach of essential contractual obligations by the Beneficiary. The essential contractual obligations particularly but not exclusively include the obligations of the Beneficiary specified in 3<sup>rd</sup> point of these General Terms and Conditions.

In the event of a breach of the contractual relationship by the Beneficiary, the latter undertakes to relieve BISOL of any responsibility or liability to the Beneficiary or third persons (natural and legal). In the event of a breach of the contractual relationship by the Beneficiary, BISOL has the right to claim the damage caused to BISOL from the Beneficiary as a result of the breaches, including the costs of claiming the right to damage compensation.

## 10. General provisions

The participation of Beneficiary in the Benefit does not establish any other legal relationship between the Beneficiary and BISOL in addition to the specific contractual relationship. The Beneficiary participates in the Benefit solely at their own risk and autonomous and legally independent of activities of BISOL.

BISOL reserves the right to change these General Terms and Conditions at any time and at its sole discretion, without any prior notice to the Beneficiary. The latest version of these General Terms and Conditions, which always replaces the previous version of General Terms and Conditions, is and will be published on the website [www.BISOL.com](http://www.BISOL.com).

Individually written agreements take precedence over these General Terms and Conditions. BISOL needs to confirm any agreement to be valid. The validity of an

individual written agreement requires the subsequent written confirmation of BISOL.

If specific gender designations are used in the content of the provisions of these General Terms and Conditions, this means both female and male persons and legal entities.

Online registration and participation in the Benefit are possible from the age of majority. Until a natural person reaches the age of majority, the written consent of his or her legal representative is required.

In the event of any provision of these General Terms and Conditions being wholly or partially invalid or unenforceable, this does not affect the validity of the

remaining provisions of these General Terms and Conditions, but any disputed provisions are replaced by provisions that best reflect the purpose of these General Terms and Conditions.

These General Terms and Conditions are applied and interpreted in accordance with valid Slovenian law and, as they read, with the explicit exclusion of the United Nations Convention on Contracts for the International Sale of Goods, as well as the rules of private international law on conflict of laws. Slovenian courts have jurisdiction to resolve any disputes, and Slovenian law applies.

**Latkova vas, 4. 5. 2020**