



# ENERCON GROUP AE

www.enercongroupae.com

## SOLAR ENERGY SOLUTIONS REFUND POLICY

*Effective Date: March 2026*

*Jurisdiction: Dubai / Abu Dhabi, United Arab Emirates*

*Version 1.0*

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### 1. Purpose and Scope

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This Refund Policy ("Policy") governs the circumstances under which Enercon Group AE ("Company") will consider, approve, or decline refund requests from clients ("Client") in connection with solar energy supply, installation, EPC (Engineering, Procurement, and Construction) projects, Annual Maintenance Contracts (AMC), and solar energy consulting services offered through [www.enercongroupae.com](http://www.enercongroupae.com).

This Policy applies to all commercial clients including businesses, industrial clients, and government or institutional bodies engaging the Company for any of its services. It is designed to be fair, transparent, and consistent, reflecting the nature of solar energy projects as capital-intensive, custom-engineered engagements where costs are incurred progressively from the point of contract execution.

This Policy forms part of the Company's overall contractual framework alongside the Terms and Conditions and Payment Policy. In the event of any inconsistency, the specific terms of the signed Project Agreement or Contract shall prevail.

### 2. General Principles

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Enercon Group AE is committed to delivering high-quality solar solutions and resolving any legitimate concerns fairly. The following principles underpin this Refund Policy:

- Refunds are assessed on a case-by-case basis in accordance with the provisions set out in this Policy.
- The stage of project progress at the time of a cancellation or dispute is the primary determinant of refund eligibility and amount.

- Refunds are not a general remedy for dissatisfaction with project outcomes where the Company has fulfilled its contractual obligations.
- Equipment defects are addressed through replacement under manufacturer or workmanship warranty, not through cash refunds.
- Where a partial refund is due, the Company will calculate and communicate the refundable amount in writing with supporting cost documentation.
- All approved refunds are processed in UAE Dirhams (AED) by bank transfer only; no cash refunds are issued under any circumstances.

### 3. Refund Eligibility Summary

The following table provides a consolidated reference for refund eligibility across all service categories. Detailed provisions for each scenario are set out in the sections that follow.

Scenario	Refund Eligibility	Refund Amount	Processing Time
Cancellation before procurement	<b>Eligible</b>	Advance less admin fee (AED 1,500 or 5%, whichever is greater)	14 business days
Cancellation after procurement starts	<b>Partial only</b>	Advance less all costs incurred to date	21 business days
Cancellation after installation begins	<b>Not eligible</b>	No refund; work-in-progress costs apply	N/A
Company default / non-performance	<b>Fully eligible</b>	Full advance refunded less documented costs	14 business days
Defective equipment (manufacturer fault)	<b>Replacement only</b>	No cash refund; replacement unit provided	Subject to manufacturer SLA
Completed installation works	<b>Not eligible</b>	No refund once sign-off issued	N/A
AMC — cancellation before service start	<b>Eligible</b>	Pro-rata refund less admin fee	14 business days
AMC — cancellation mid-term	<b>Partial only</b>	Pro-rata for unused months less 10% admin charge	14 business days
Consulting — before work commences	<b>Eligible</b>	Full refund of advance	10 business days
Consulting — partially delivered	<b>Partial only</b>	Refund for undelivered portion only	14 business days

*Note: 'Business days' refers to working days in the UAE (Monday to Friday), excluding UAE public holidays. Processing timelines commence from the date the Company issues a written Refund Decision Notice to the Client.*

## 4. Solar Installation and EPC Projects

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### 4.1 Cancellation Before Procurement or Mobilisation

If the Client cancels a confirmed contract or accepted quotation before the Company has commenced procurement of equipment, engaged subcontractors, or mobilised personnel to site, a refund of the advance payment will be processed subject to deduction of an administrative and reservation fee. This fee will be the greater of AED 1,500 or 5% of the total contract value, to cover quotation preparation, scheduling, and preliminary planning costs.

The remaining balance of the advance payment will be refunded to the Client within fourteen (14) business days of the written cancellation notice being received and acknowledged by the Company.

### 4.2 Cancellation After Procurement Has Commenced

Once the Company has commenced procurement activities — including but not limited to placing purchase orders with suppliers, arranging logistics, paying import duties, or booking delivery slots — the costs incurred to the date of cancellation become the Client's liability. The advance payment will be applied against these costs, and the Company will provide the Client with an itemised cost statement.

If the advance payment exceeds the documented costs incurred, the surplus will be refunded to the Client within twenty-one (21) business days of the cancellation notice. If documented costs exceed the advance, the shortfall remains immediately payable by the Client.

### 4.3 Cancellation After Installation Has Commenced

Once physical installation works have commenced on site, no refund is available on any amount paid. The Client remains liable for the full cost of works completed, materials delivered to site, and any demobilisation charges as specified in the Project Agreement. Partial completion of works does not entitle the Client to a proportional refund; instead, the value of work completed will be assessed and any outstanding balance will be invoiced to the Client.

### 4.4 Company Default or Non-Performance

If the Company is unable to fulfil its contractual obligations due to its own default — including abandonment of works without justification, failure to commence within an agreed period, or delivery of works materially non-compliant with the agreed Scope of Work — the Client is entitled to a full refund of all amounts paid, less any documented costs reasonably incurred by the Company up to the point of default.

Claims under this provision must be submitted in writing within thirty (30) calendar days of the default event, with supporting evidence. The Company will review and respond within fifteen (15) business days.

## 5. Solar Equipment — Defects and Returns

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### 5.1 Manufacturer Defective Equipment

Solar equipment supplied by the Company is covered by the respective manufacturer's product warranty. In the event that equipment is found to be defective upon delivery or within the warranty period, the Company's primary remedy is to facilitate a replacement of the defective item at no additional cost to the Client. Cash refunds are not offered as an alternative to replacement for manufacturer defects.

The Company will manage the warranty claim process with the manufacturer on the Client's behalf. Replacement timelines depend on the manufacturer's logistics and supply chain and are outside the Company's direct control. The Company will keep the Client informed of progress throughout.

## **5.2 Equipment Ordered to Specification**

Solar equipment procured to a specific Client requirement — including non-standard panel configurations, custom inverter sizing, or bespoke mounting solutions — is non-returnable and non-refundable once ordered, unless the equipment is found to be defective. The Client is responsible for ensuring that specifications provided to the Company are accurate and complete before confirming an order.

## **5.3 Transit Damage**

Equipment damaged during transit to the site must be reported to the Company in writing within forty-eight (48) hours of delivery, with photographic evidence. The Company will arrange for replacement of damaged items at no additional charge. Claims reported beyond the forty-eight-hour window may not be accepted as transit damage and will be assessed on a case-by-case basis.

## **5.4 Workmanship Warranty Claims**

Defects arising from faulty installation workmanship identified within the twelve (12) month workmanship warranty period will be remedied by the Company at no charge to the Client. Rectification works are provided in lieu of any refund for workmanship issues. The Client must report such defects in writing promptly upon discovery, and the Company will respond within five (5) business days to arrange an inspection.

# **6. Annual Maintenance Contracts (AMC)**

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## **6.1 Cancellation Before Service Commencement**

If the Client cancels an AMC contract before the first scheduled maintenance visit has taken place, a refund will be issued for the full prepaid amount less an administrative processing fee of AED 750 or 5% of the annual AMC value, whichever is greater. The refund will be processed within fourteen (14) business days of the written cancellation request.

## **6.2 Cancellation During the Contract Term**

For mid-term AMC cancellations, a pro-rata refund will be calculated for the unused portion of the remaining contract period, subject to a deduction of 10% of the remaining balance as an early termination administration charge. The pro-rata calculation will be based on the number of full calendar months remaining in the contract at the time of cancellation notice.

No pro-rata refund is available for partial months already entered. The Company reserves the right to invoice for any additional services, emergency call-outs, or reactive maintenance performed prior to the cancellation date that were not included in the standard AMC scope.

### **6.3 Service Suspension by the Company**

If the Company suspends AMC services due to overdue payment or the Client's breach of contract, no refund will be issued for the suspended period. Services will resume only upon settlement of all outstanding amounts.

### **6.4 Company Inability to Perform AMC**

In the unlikely event that the Company is unable to perform scheduled AMC visits for reasons within its control for a continuous period exceeding sixty (60) days, the Client will be entitled to a pro-rata refund for the period of non-performance, without any early termination charge being applied.

## **7. Solar Energy Consulting Services**

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### **7.1 Cancellation Before Work Commences**

If the Client cancels a consulting engagement before the Company has commenced any substantive work — including research, site visits, data gathering, or report preparation — a full refund of any advance payment made will be issued within ten (10) business days of the cancellation notice.

### **7.2 Cancellation of Partially Delivered Engagements**

Where the Company has commenced and partially delivered consulting services at the time of cancellation, a refund will be calculated for the undelivered portion of the engagement only. The delivered portion will be valued on a time-and-materials basis or proportional milestone basis as applicable to the engagement structure, and this amount will be deducted from any advance received before computing the refund. The Company will provide the Client with a written breakdown of the delivered-vs-undelivered split.

### **7.3 Completed Consulting Deliverables**

No refund is available for consulting engagements where all agreed deliverables have been provided to the Client, regardless of whether the Client acts upon the recommendations or finds the outputs satisfactory. The Company's obligation is to provide professional, well-reasoned advice based on the information available; it does not guarantee particular project outcomes or financial returns.

## **8. Non-Refundable Items and Costs**

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Regardless of the circumstances of cancellation or dispute, the following items and cost categories are strictly non-refundable:

Item / Cost Category	Reason Not Refundable
<b>Completed installation labour</b>	Services fully rendered; time and skill cannot be recovered once performed.
<b>Custom-fabricated mounting structures</b>	Bespoke items manufactured to Client specifications cannot be returned or resold.
<b>Commissioned and activated systems</b>	System has been handed over, grid-connected, and signed off by the Client.
<b>Site survey and engineering design fees</b>	Intellectual work product is delivered upon completion; cost is non-recoverable.
<b>Import duties and customs charges</b>	Government levies paid on behalf of the Client are non-recoverable by the Company.
<b>Bank transfer and processing fees</b>	Third-party financial transaction costs are borne by the Client and are non-refundable.
<b>Emergency call-out fees (AMC)</b>	Services rendered during emergency visits are invoiced as delivered and not refundable.
<b>Regulatory application fees (DEWA / ADDC NOCs)</b>	Fees paid to government or utility authorities are not recoverable by the Company.

*Note: The Company will always provide an itemised cost breakdown to support any deduction made from an advance payment before processing a partial refund. Clients are entitled to request supporting documentation for any cost claimed.*

## 9. Refund Request Process

All refund requests must follow the structured process below to ensure timely and accurate handling. Verbal or informal requests will not be actioned; all requests must be submitted in writing.

#	Stage	Description
1	<b>Submit Refund Request</b>	Client submits a written refund request via email to the Company's billing department, clearly stating the contract reference, reason for refund, and amount claimed.
2	<b>Acknowledgement</b>	The Company acknowledges receipt of the request within three (3) business days and assigns a reference number to the claim.
3	<b>Review and Assessment</b>	The Company reviews the request against the contract terms, costs incurred, and applicable refund provisions within ten (10) business days of acknowledgement.
4	<b>Decision Notice</b>	The Client is notified in writing of the approved refund amount, any deductions applied, and the rationale. Disputed decisions may be escalated per Clause 14 of this Policy.

#	Stage	Description
5	Refund Processing	Approved refunds are processed by bank transfer to the Client's original payment account within the timelines specified in the Refund Eligibility Table. Refunds are made in AED only.
6	Confirmation	A refund confirmation letter and remittance advice are issued to the Client upon completion of the bank transfer.

Refund requests submitted more than ninety (90) calendar days after the relevant triggering event (cancellation, default, or delivery failure) may not be accepted. The Company strongly encourages Clients to raise any concerns or refund claims promptly.

## 10. Refund Method and Currency

All approved refunds are processed exclusively by bank transfer (telegraphic transfer) to the Client's designated UAE bank account. Refunds will be made in UAE Dirhams (AED) only, regardless of the original payment currency for international clients.

The Client is responsible for providing accurate bank account details including IBAN, account holder name, and bank name. The Company shall not be liable for any delay or loss arising from incorrect banking details provided by the Client. Bank transfer charges, if any, are to be borne by the Client and will be deducted from the refund amount.

The Company does not issue refunds by cash, cheque, credit note, cryptocurrency, or any other method unless specifically agreed in writing by both parties.

## 11. VAT Treatment on Refunds

Where a refund is approved for services or goods on which VAT was charged, a corresponding VAT credit note will be issued in accordance with Federal Decree-Law No. 8 of 2017 on VAT and the applicable UAE Federal Tax Authority (FTA) guidelines. The refund amount will include the VAT component proportional to the refunded amount.

The Client is responsible for adjusting its own input tax recovery claims in accordance with the VAT credit note issued. The Company will provide a properly formatted tax credit note within the timeframes required by UAE VAT regulations.

## 12. Refunds in Force Majeure Situations

In the event that a project is delayed, suspended, or terminated due to a Force Majeure event — including but not limited to natural disasters, acts of government, pandemics, war, or utility grid disruptions — the refund entitlement will be assessed based on the costs genuinely incurred and the work genuinely performed up to the point of the Force Majeure event. Neither party shall be penalised for delays or non-performance directly caused by such events.

Force Majeure claims must be notified in writing within five (5) business days of the event occurring. Where the Company has already procured equipment or partially completed works prior to a Force Majeure event, those costs will be deducted from any advance before computing the refund. The Company will provide full documentary support for all such deductions.

### **13. Disputed Refund Decisions**

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If the Client disagrees with the Company's refund decision — including the amount, deductions applied, or the determination of eligibility — the Client may raise a formal dispute in writing within fifteen (15) calendar days of receiving the Refund Decision Notice. The written dispute must clearly state the grounds of disagreement and any supporting evidence the Client wishes the Company to consider.

Upon receipt of a formal dispute, the Company's senior management will conduct an independent review and issue a Final Decision Notice within fifteen (15) business days. If the dispute remains unresolved after the Final Decision Notice, it shall be referred to mediation and arbitration in accordance with the dispute resolution provisions of the Company's Terms and Conditions, which provide for resolution under UAE law through the Dubai International Arbitration Centre (DIAC) or the Abu Dhabi Commercial Conciliation and Arbitration Centre (ADCCAC).

### **14. Amendments to This Policy**

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Enercon Group AE reserves the right to revise this Refund Policy at any time. The current version will be published and maintained at [www.enercongroupae.com](http://www.enercongroupae.com). Revisions will apply to contracts entered into after the effective date of the revised Policy. For existing ongoing contracts, material changes will be communicated to the Client with a minimum of thirty (30) days written notice.

### **15. Governing Law**

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This Refund Policy is governed by and construed in accordance with the laws of the United Arab Emirates, including the laws of the Emirate of Dubai where applicable. Any disputes arising from this Policy that cannot be resolved through the process described in Clause 13 shall be subject to the exclusive jurisdiction of the courts of Dubai, UAE, subject to the arbitration provisions referenced therein.

### **16. Contact for Refund Enquiries**

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To submit a refund request, raise a billing concern, or seek clarification on this Policy, please contact:

**Enercon Group AE — Customer Relations & Finance Department**

Website: [www.enercongroupae.com](http://www.enercongroupae.com)

All refund requests must be submitted in writing via email or registered post. Verbal or telephone-based requests cannot be processed.

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