



# ENERCON GROUP AE

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

**SOLAR ENERGY SOLUTIONS**

## TERMS AND CONDITIONS

*Effective Date: March 2026*

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

*Version 1.0*

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### 1. Introduction and Acceptance

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These Terms and Conditions ("Terms") govern the relationship between Enercon Group AE ("Company," "we," "us," or "our"), operating at [www.enercongroupae.com](http://www.enercongroupae.com), and the client, customer, or contracting party ("Client," "you," or "your") in connection with the provision of solar energy products and services.

By engaging our services, signing a contract or quotation, placing an order, accessing our website, or otherwise entering into a commercial relationship with Enercon Group AE, you agree to be fully bound by these Terms. If you do not accept these Terms, you must not proceed with any engagement.

These Terms apply to all solar-related services provided by Enercon Group AE, including but not limited to solar panel supply and installation, Solar EPC (Engineering, Procurement, and Construction) projects, Annual Maintenance Contracts (AMC), and solar energy consulting services.

### 2. Definitions

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For the purposes of these Terms, the following definitions apply:

- "Project" means any solar energy work undertaken by the Company on behalf of the Client, as detailed in the agreed Scope of Work or Contract.
- "EPC" refers to Engineering, Procurement, and Construction services for solar energy systems.

- "AMC" refers to Annual Maintenance Contract services for the upkeep and performance monitoring of installed solar systems.
- "Scope of Work" means the technical specifications, deliverables, timelines, and responsibilities agreed between the parties in writing.
- "Equipment" means solar panels, inverters, mounting structures, wiring, monitoring systems, and all other hardware supplied by the Company.
- "Site" means the physical location(s) designated by the Client for the installation or servicing of solar systems.
- "Force Majeure" means any event beyond a party's reasonable control, including but not limited to natural disasters, government actions, war, pandemics, or utility interruptions.

### **3. Scope of Services**

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#### **3.1 Solar Panel Supply and Installation**

The Company shall supply and install solar photovoltaic (PV) systems as agreed in the Scope of Work. All installations will be carried out by qualified engineers and technicians in compliance with applicable UAE regulations, including DEWA, ADDC, and relevant authority requirements. The Client is responsible for ensuring unobstructed access to the Site throughout the installation period.

#### **3.2 Solar EPC Services**

For EPC projects, the Company shall be responsible for engineering design, procurement of equipment and materials, and construction/installation as per the agreed project specifications. EPC projects are governed by a separate Project Agreement, which shall form part of these Terms. Any changes to the approved engineering design must be agreed in writing by both parties and may result in revised costs and timelines.

#### **3.3 Solar Maintenance and AMC**

Annual Maintenance Contracts cover scheduled preventive maintenance, system performance monitoring, cleaning of solar panels, inspection of electrical components, and corrective maintenance as specified in the AMC schedule. Emergency call-outs outside scheduled visits may attract additional charges. The Company does not guarantee system output levels beyond those specified in the relevant warranty documentation.

#### **3.4 Solar Energy Consulting**

Consulting services include energy audits, feasibility studies, system design recommendations, regulatory compliance advisory, and project management consultancy. Consulting deliverables are provided in good faith based on the information made available by the Client. The Company shall not be liable for decisions made by the Client based on consulting recommendations.

### **4. Quotations, Orders, and Contract Formation**

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All quotations issued by Enercon Group AE are valid for thirty (30) calendar days from the date of issue unless otherwise stated in writing. A contract is formed upon written acceptance of a quotation by the Client and receipt of the required deposit, or upon execution of a formal Project

Agreement. The Company reserves the right to withdraw or revise any quotation prior to formal acceptance.

Any amendments, variations, or additions to the agreed Scope of Work requested by the Client must be submitted in writing and shall only be binding upon the Company's written acceptance. Verbal commitments, representations, or understandings do not form part of the contract.

## 5. Payment Terms

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### 5.1 Payment Schedule

Unless otherwise agreed in writing, the standard payment schedule for solar installation and EPC projects is as follows:

- 30% advance payment upon signing of the contract or acceptance of quotation.
- 40% payment upon delivery of major equipment to the Site.
- 25% payment upon completion of installation and system commissioning.
- 5% retention payment upon final sign-off and handover.

### 5.2 Invoicing and Currency

All invoices are issued in UAE Dirhams (AED) unless otherwise agreed in writing. Payment is due within fifteen (15) calendar days of the invoice date. International payments, if applicable, must account for applicable bank charges and foreign exchange variations.

### 5.3 Late Payment

The Company reserves the right to charge interest on overdue invoices at a rate of 1.5% per month, or the maximum rate permitted by applicable UAE law, whichever is lower. The Company may also suspend works, withhold deliverables, or terminate the contract in the event of material payment default exceeding thirty (30) days.

### 5.4 Taxes and Duties

All quoted prices are exclusive of Value Added Tax (VAT) at the prevailing UAE rate, import duties, customs charges, and any other applicable government levies, which shall be borne solely by the Client.

## 6. Client Responsibilities

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The Client agrees to fulfill the following obligations to enable the Company to perform its services effectively:

- Provide accurate, complete, and timely information regarding the Site, electricity consumption, existing infrastructure, and any restrictions that may affect the Project.
- Obtain all necessary permits, NOCs, grid connection approvals from DEWA, ADDC, or other relevant authorities, unless the Company has explicitly agreed to manage this as part of the Scope of Work.
- Ensure safe and unobstructed access to the Site for the Company's personnel, equipment, and vehicles during all agreed working hours.

- Designate a competent Site representative with authority to make decisions and provide approvals during the installation or service period.
- Promptly notify the Company of any known Site conditions, structural limitations, or hazardous environments that could affect personnel safety or system performance.
- Make timely payments as per the agreed payment schedule.

## 7. Warranties and Guarantees

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### 7.1 Equipment Warranty

Solar panels, inverters, and other equipment are covered by the respective manufacturer warranties. The Company will facilitate warranty claims on behalf of the Client where applicable. Standard manufacturer warranties for solar panels are typically 10 years for product warranty and 25 years for performance warranty, subject to the specific manufacturer's terms.

### 7.2 Workmanship Warranty

The Company provides a workmanship warranty of twelve (12) months from the date of system commissioning, covering defects arising from faulty installation or workmanship. This warranty does not cover damage caused by misuse, unauthorized modifications, extreme weather events, or negligence by the Client or third parties.

### 7.3 Exclusions

Warranties are void and the Company shall have no liability in the following circumstances:

- Damage caused by Force Majeure events including sandstorms, flooding, lightning, or other natural disasters.
- Modifications, repairs, or tampering carried out by personnel not authorized by the Company.
- Failure to adhere to the Company's maintenance recommendations or AMC schedule.
- Physical damage caused by construction activities, vandalism, or third-party interference.
- Reduction in system performance due to shading, soiling, or Site changes not present at the time of system design.

## 8. Intellectual Property

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All designs, drawings, specifications, reports, software configurations, energy models, and technical documents produced by the Company in the course of delivering its services remain the intellectual property of Enercon Group AE unless explicitly transferred in writing. Upon full payment of all amounts due, the Company grants the Client a non-exclusive, non-transferable license to use such deliverables solely for the operation of the installed solar system at the agreed Site.

The Client must not reproduce, distribute, reverse engineer, or share any proprietary technical documents without the prior written consent of the Company.

## 9. Confidentiality

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Both parties agree to maintain strict confidentiality with respect to any proprietary, technical, commercial, or strategic information disclosed during the course of the engagement. Confidential information shall not be disclosed to any third party without prior written consent, and shall be used solely for the purposes of the Project. This obligation survives the termination or completion of the contract for a period of three (3) years.

## 10. Limitation of Liability

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To the maximum extent permitted by applicable UAE law, the Company's total liability to the Client for any claim arising from or related to the provision of services shall not exceed the total value of the contract under which the claim arises.

The Company shall not be liable for any indirect, consequential, incidental, or special damages, including loss of revenue, loss of business opportunity, loss of anticipated savings, or loss of electricity generation, even if such losses were foreseeable or the Company had been advised of their possibility.

Nothing in these Terms shall limit liability for death or personal injury caused by the Company's gross negligence, fraud, or willful misconduct.

## 11. Health, Safety, and Environment

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The Company is committed to maintaining the highest standards of health, safety, and environmental (HSE) compliance across all project sites. All Company personnel shall adhere to UAE HSE regulations, site safety protocols, and industry best practices. The Client shall ensure that the Site complies with all applicable safety regulations and that there are no undisclosed hazards.

The Company reserves the right to suspend works immediately and without liability if it determines that Site conditions present an unacceptable risk to personnel safety, pending resolution of the safety concern.

## 12. Regulatory and Grid Compliance

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All solar systems installed by the Company are designed to comply with applicable UAE regulations, including DEWA Shams Dubai programme requirements, ADDC guidelines, and relevant municipal authority approvals. The Client acknowledges that grid connection approval and net metering arrangements are subject to the relevant utility authority's timelines and decisions, which are outside the control of the Company. Delays caused by regulatory or utility authority processes shall not constitute a breach by the Company.

## 13. Force Majeure

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Neither party shall be in breach of these Terms or liable for any delay or failure to perform obligations due to a Force Majeure event. The affected party must notify the other in writing within five (5) business days of becoming aware of the Force Majeure event, describing the nature, expected duration, and impact on the contract. Both parties shall use reasonable efforts to mitigate the effects of the Force Majeure. If a Force Majeure event continues for more than sixty (60) days, either party may terminate the contract upon written notice without penalty.

## 14. Termination

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### 14.1 Termination for Convenience

The Client may terminate a contract for convenience by providing thirty (30) days written notice. In such cases, the Client shall pay for all works completed and materials procured up to the date of termination, plus a reasonable demobilization fee as specified in the Project Agreement.

### 14.2 Termination for Cause

Either party may terminate the contract immediately upon written notice if the other party commits a material breach and fails to remedy such breach within fifteen (15) days of receiving written notice. Upon termination for cause by the Company, all amounts outstanding shall become immediately due and payable.

## 15. Dispute Resolution

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In the event of any dispute arising from or in connection with these Terms or any contract, the parties shall first attempt to resolve the matter through good faith negotiations within thirty (30) days of the dispute arising. If negotiations fail, the parties agree to submit the dispute to mediation under the rules of the Dubai International Arbitration Centre (DIAC) or the Abu Dhabi Commercial Conciliation and Arbitration Centre (ADCCAC), as applicable.

If mediation is unsuccessful within sixty (60) days, the dispute shall be finally resolved by arbitration in accordance with UAE Federal Arbitration Law No. 6 of 2018, with the seat of arbitration in Dubai, United Arab Emirates. The language of arbitration shall be English. Nothing in this clause prevents either party from seeking urgent interim relief from a competent UAE court.

## 16. Governing Law

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These Terms and all contracts governed by them shall be construed, interpreted, and enforced in accordance with the laws of the United Arab Emirates, including the laws of the Emirate of Dubai where applicable. The parties submit to the exclusive jurisdiction of the courts of Dubai, UAE, subject to the dispute resolution provisions in Clause 15.

## 17. Data Protection and Privacy

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The Company collects and processes Client data solely for the purposes of delivering contracted services, maintaining business records, and fulfilling legal obligations. All personal and business data is handled in accordance with applicable UAE data protection regulations. The Company does not sell or share Client data with unauthorized third parties. Clients may request access to, correction of, or deletion of their personal data by contacting the Company directly.

## 18. Amendments to These Terms

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The Company reserves the right to update or amend these Terms at any time. The updated Terms will be published on [www.enercongroupae.com](http://www.enercongroupae.com) and will apply to all new contracts entered into after the publication date. For existing ongoing contracts, material amendments will be communicated in writing with a minimum of thirty (30) days notice.

## 19. Entire Agreement and Severability

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These Terms, together with the applicable Scope of Work, Project Agreement, and any written amendments, constitute the entire agreement between the parties and supersede all prior representations, negotiations, understandings, and agreements. If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

## 20. Contact Information

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For all queries, notices, or correspondence relating to these Terms, please contact:

### **Enercon Group AE**

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

All formal notices must be submitted in writing via email or registered post to the Company's registered office address.

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## ACKNOWLEDGEMENT

By proceeding with any service engagement, placing an order, or signing a contract with Enercon Group AE, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions in their entirety.