

Waiver Solar Installation

The undersigned,

_____ (last name and initials), residing at _____ (address),

with N.V. Elmar customer number: _____ (customer number), hereby declares the

following:

1. the undersigned is planning to apply for and/or has applied for and obtained a preliminary approval from N.V. Elmar for the installation and operation of a solar system at the above-mentioned address;
2. the undersigned acknowledges that he/she has to pass through the certification phase required as per D.T.I. and N.V. Elmar requirements and that upon completion the undersigned has to enter into a separate agreement with N.V. Elmar in order to qualify for the Distribution Generation Policy of N.V. Elmar. ("DG-Contract");
3. the undersigned will (likely) generate surplus electricity during the testing phase and prior to entering into the DG-Contract ("Surplus") the undersigned has no right nor title to claim any monies from N.V. Elmar for the Surplus and hereby, starting on the date of the first use of the solar system at the above-mentioned address, waives any right to file or make any request for compensation or claim for the Surplus. This waiver includes any claims based on the Civil Code of Aruba ("CCA") sections 6:162 CCA and/or 6:202 CCA and/or 6:212 CCA and/or any claims based on any pre-contractual expectation and/or obligation;
4. the undersigned declares that the Surplus is not an offer in the sense of 6:217 CCA;
5. the undersigned declares that the use of this solar installation is for its sole risk and account and that the undersigned hereby indemnifies N.V. Elmar from any claim whatsoever for any damage or loss that the undersigned may encounter due to interconnection established between the solar system of the undersigned and the grid of N.V. Elmar;

6. the undersigned furthers agrees to hold N.V. Elmar harmless and indemnify N.V. Elmar from any damage or loss mentioned under 5 that is or may be directly or indirectly caused to third parties;
7. the undersigned acknowledges that N.V. Elmar as the owner/operator of the electrical grid is entitled at all times to disconnect the undersigned from the grid and/or interrupt the supply of electricity as long he/she has not entered into a DG-Contract;
8. the undersigned will attach a copy of his/her ID/passport to this Waiver Solar Installation document;
9. the undersigned acknowledges having received, read and accepting the general terms of conditions of N.V. Elmar and the information regarding N.V. Elmar's D.G.-Policy.

Signature

Date: