

General Terms and Conditions of Purchase of SOLARWATT GmbH

Version: August 2023

I. Scope

1. These General Terms and Conditions of Purchase shall apply exclusively to all contractual relationships with entrepreneurs, legal entities under public law and special funds under public law (hereinafter: "**Supplier**") regarding the provision of deliveries or services (hereinafter together also: "**Deliveries**") to SOLARWATT GmbH or its affiliated companies within the meaning of Sec. 15ff. German Stock Corporation Act [Aktiengesetz, AktG], which have their registered office in Germany (hereinafter: "**Purchaser**"), as well as for orders and other contractual declarations of the Purchaser, these General Terms and Conditions of Purchase shall apply exclusively.
2. Any terms and conditions of the Supplier deviating from these General Terms and Conditions of Purchase or from statutory provisions or supplementing these General Terms and Conditions of Purchase or statutory provisions shall only apply to the extent that the Purchaser expressly acknowledges them in writing. Such terms and conditions shall not be acknowledged by the Purchaser even if the Purchaser does not separately object to them, accepts deliveries or makes payments without reservation.

II. Purchase Orders, Delivery Schedules, Call-Offs

1. Orders of the Purchaser are only binding if they are made in writing.
2. Orders shall be confirmed by the Supplier stating the order number of the Purchaser. If a written order confirmation is not issued within five (5) days of receipt of the order, the Purchaser shall no longer be bound by the order. Deviations from the order shall only become part of the contract if the Purchaser accepts them in writing.
3. Delivery schedules within the scope of agreed quantity contracts or framework agreements shall become binding if the Supplier does not object within five (5) days of receipt. The Supplier shall only be entitled to object if the delivery call-off is made in breach of the contract. On the basis of a quantity contract or a framework agreement, the Purchaser shall not be obliged to issue delivery call-offs, to accept Deliveries or to observe delivery dates, unless expressly agreed otherwise. In all other respects, the provisions for purchase orders shall apply mutatis mutandis to delivery call-offs.

III. Invoices, Prices, Terms of Payment

1. The prices are DDP (Delivered Duty Paid to the Purchaser's plant) according to Incoterms 2020 including packaging, unless otherwise agreed.
2. The Supplier shall provide the Purchaser with an invoice, including a statement of value added tax, if any, which clearly shows the Delivery and the remuneration invoiced for them and which complies with all requirements for proper accounting and which contains the contract number and purchase order number.
3. Notwithstanding any other requirements, to become due, a claim for remuneration shall require the submission of a proper invoice. Unless otherwise agreed, invoices shall be due for payment 30 days after receipt by the Purchaser, whereby payments within 14 days shall entitle the Purchaser to a discount of 3%.

4. Payments shall neither constitute acceptance of the Delivery, nor acknowledgement of the Delivery as being in accordance with the contract, nor acknowledgement of the invoice.

IV. Delivery, Delay, Subcontractors

1. Each Delivery shall be accompanied by a delivery note. The delivery note must state the designation of the contents according to type and quantity as well as a list with the compilation of all packaging units contained with the associated designation of the respective quantity, batch and unique packaging unit number. In addition, the delivery note must also contain the Solarwatt order number.
2. The delivery times stated in an order are binding. Decisive for compliance with delivery dates or deadlines is the receipt of the Deliveries by the Purchaser or at the specified destination. In the absence of delivery times/dates on the order confirmation, the delivery times provided by law shall apply.
3. If the Supplier is unable to meet a delivery date or deadline, the Supplier shall notify this in writing as well as the reasons for and expected duration of the delay.
4. Delivery shall be made in disposable standard packaging, unless otherwise agreed. If, in deviation therefrom, reusable packaging has been agreed, the Supplier shall provide such packaging on loan. Return shipment shall be at the expense and risk of the Supplier.
5. In case of delay in delivery, the Supplier shall, without prejudice to other rights of the Purchaser, be obliged to pay to the Purchaser a contractual penalty in the amount of 0.2% of the price (net) of the delayed part of the Delivery for each working day the Supplier is in delay, unless the Supplier is not responsible for the delay. In total, the contractual penalty shall be limited to a maximum of 5 % of this price (net). The contractual penalty shall become due immediately and may also be claimed if a reservation is omitted upon acceptance of the delivery, but beyond the final payment only if the Purchaser reserves the right to do so upon final payment. Any contractual penalties paid by the Supplier shall, however, be credited against any claim for damages by the Purchaser.
6. Partial deliveries, excess or short deliveries are only permitted with the express approval of the Purchaser.
7. The involvement of subcontractors is only permitted with the Purchaser's written consent.

V. Place of Performance, Risk, Acceptance

1. The place of performance is the place to which the Deliveries are to be delivered according to the contract.
2. The risk of accidental loss and accidental deterioration shall pass to the Purchaser, irrespective of the Incoterms agreed in these Terms and Conditions of Purchase, upon delivery or, in the case of agreed acceptance or acceptance required by law, upon acceptance.
3. The commissioning of a Delivery or its use shall not in itself constitute acceptance.

VI. Provisions

1. Parts, components, tools and other materials provided by the Purchaser (hereinafter: "**Provisions**") shall remain the property of the Purchaser and shall be stored by the Supplier free of charge and with the diligence of a prudent businessman separately from other items and marked as the property of the Purchaser. They shall be insured by the Supplier under a commercial property insurance policy [*Gewerbliche Sachversicherung*].
2. The risk of accidental loss and accidental deterioration of Provisions shall be borne by the Supplier. Maintenance and repair work on the Provisions shall be carried out by the Supplier.
3. The Provisions may only be used for the fulfillment of the respective order of the Purchaser and only within the scope of the other contractual purpose of the Provision. Processing and treatment of Provisions shall require the prior consent of the Purchaser, unless such processing or treatment has been agreed. In the event that the Supplier processes, combines or mixes the Provisions with other items, the Purchaser shall be entitled to co-ownership of the new item in the ratio of the objective value of the materials provided to the objective value of the other items used. If the Purchaser's ownership expires due to processing, combining or mixing, the Supplier shall already now transfer to the Purchaser the ownership rights to which it is entitled in the newly produced item in the ratio of the objective value of the Provisions to the other items used and shall keep them in safe custody for the Purchaser free of charge.

VII. Quality, Quality Assurance, Environment, Duty of Documentation

1. The Deliveries must comply with the agreed specifications, the samples released by the Purchaser and the latest state of the art. They must comply with the German regulations and the regulations applicable in the country of destination, the directives and regulations of the EU and the relevant technical standards and be suitable for the presumed and customary use.
2. The Supplier is obliged to comply with the agreed specifications of the Purchaser regarding quality, manufacturing processes and tests and certifications and to present the test results and certifications at the request of the Purchaser. The Purchaser shall be entitled to verify compliance with the agreed Purchaser specifications and manufacturing processes itself or through third parties within the scope of product and system audits.
3. Any releases or acceptances on the part of the Purchaser shall not release the Supplier from the obligation to comply with the agreed quality requirements. Insofar as the Purchaser provides the Supplier with specifications, the Supplier shall check these on its own responsibility and notify the Purchaser of any concerns regarding the suitability of the specification for the assumed purpose or place of use.
4. The Supplier shall maintain a suitable quality and environmental management system in accordance with ISO 9001.
5. The Supplier shall observe environmental protection within the framework of the respective applicable statutory provisions, minimize environmental pollution and continuously improve environmental protection.

In addition, the Supplier is obliged to establish or apply an environmental management system based on ISO 14001.

6. The Supplier shall provide the Purchaser with the safety data sheets in accordance with Article 31 and Annex II of the Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) - as amended - ("**REACH Regulation**") currently applicable to the Deliveries at the time of delivery in German or English language.
7. The Supplier warrants to fulfill all obligations imposed on the Supplier and/or the Purchaser by the REACH Regulation in accordance with the requirements of the REACH Regulation at its own expense.
8. The Supplier shall ensure that the Deliveries to be supplied by the Supplier fully comply with the requirements of Directive 2011/65/EU (RoHS) as amended.
9. The Supplier shall carry out an outgoing goods inspection. If the Supplier detects deviations from the agreed, assumed or usual quality of the Deliveries during the outgoing goods inspection, the Supplier shall notify the Purchaser of this and of planned remedial measures without delay.
10. The Supplier shall provide the Purchaser with a test certificate Works Certificate 2.2 [*Werkerzeugnis 2.2*] in accordance with DIN EN 10204 with each delivery. In addition, the Purchaser reserves the right to agree with the Supplier on the provision of more detailed test certificates.
11. Changes to manufacturing processes, materials or supplier parts for the goods, processes or equipment for testing the goods or other quality assurance measures may only be implemented after approval by the Purchaser.
12. All documents related to the Delivery shall be kept safely by the Supplier for fifteen (15) years after their creation. This applies in particular to test results and outgoing goods inspections, which are to be documented in a suitable form.
13. The Supplier shall indemnify the Purchaser against all claims of third parties, including public authorities, resulting from the violation of these obligations.

VIII. Confidentiality

1. The Supplier shall treat all information obtained in connection with the order and the business relationship with the Purchaser (hereinafter: "**Confidential Information**") as confidential, not to pass it on to third parties without the Purchaser's consent and to secure it against unauthorized access. Confidential Information may only be used within the scope of the purpose of the contract.
2. The Purchaser shall oblige all employees and third parties to whom it transfers Confidential Information in writing to comply with the confidentiality obligation.
3. Upon termination of the contract or upon request at any time, the Supplier shall immediately hand over all Confidential Information to the Purchaser or - if technically possible - delete it. Insofar as the Supplier is legally obligated to retain the information, the Supplier may retain a copy of the required documents for this purpose. After expiry of the statutory retention period, the Supplier shall destroy the copy in accordance with data protection requirements.

4. The above obligations of this Clause VIII shall not apply to information which was already generally known at the time of the conclusion of the contract or which subsequently becomes generally known without a breach of a confidentiality obligation of the Supplier, which the Supplier has lawfully received or receives from third parties who are not subject to a confidentiality obligation towards the Supplier in this respect, or which is already known to the Supplier at the time of its transmission by the Supplier.
5. The Supplier shall be obligated to pay a contractual penalty for each individual case of culpable violation of this Clause VIII to be reasonably determined by the Purchaser and, in the event of a dispute, to be reviewed by the competent local or regional court. The assertion of further damages is not excluded. However, any contractual penalties paid shall be credited against this amount.
6. The provisions in this Clause VIII shall apply for a period of ten (10) years from the conclusion of the contract.

IX. Rights to Work Results

The following shall apply to work results arising in connection with the performance of the obligations under the contract by the Supplier or its subcontractors [Erfüllungsgehilfen] (hereinafter "**Work Results**"):

1. All rights to Work Results are the sole and exclusive property of the Purchaser. Transferable rights shall pass to the Purchaser upon their accrual. For non-transferable rights, the Purchaser hereby receives exclusive, irrevocable rights of use, unrestricted in terms of time, space and content, from the time of their creation, in particular the right to exploit the Work Results in known ways, to reproduce them, to transfer them to image, sound and data carriers, to process them, to transform them, to translate them, to distribute them and to make them available for retrieval. The Supplier waives the right to use the name and the right of access. The agreed price shall include reasonable remuneration for the transfer or granting of the rights in accordance with this Clause IX.1. A separate claim to remuneration shall be excluded, unless mandatory statutory provisions, in particular Sec. 32 c of the German Copyright Act [Urheberrechtsgesetz, UrhG], conflict therewith.
2. With regard to rights granted to the Purchaser, the Purchaser is entitled to grant rights of use to third parties or to transfer or license the acquired rights in whole or in part to third parties.
3. In addition, the Purchaser shall receive the unrestricted right to use and exploit the Work Results in unknown ways in return for an appropriate remuneration to be agreed upon at that time.

X. Defects

1. The obligation according to Sec. 377 German Commercial Code [Handelsgesetzbuch, HGB] is limited to the Purchaser's obligation to immediately inspect the Deliveries for quantity, type, externally visible defects such as transport damage and other obvious defects. The Supplier may notify obvious defects up to four (4) working days after delivery, hidden defects up to fourteen (14) working days after discovery.

2. The limitation period for claims for defects is 36 months after delivery, unless expressly agreed otherwise or the law provides for longer limitation periods.
3. If the Deliveries are tools, machines and equipment, the limitation period for claims for defects shall begin with the written (final) acceptance of these Deliveries, unless otherwise stipulated in a contract.
4. For Deliveries that cannot be used or operated while a defect is being investigated or remedied, the current limitation period for defect claims shall be extended by the time of the interruption.
5. The Purchaser reserves the right to assert further legal claims.

XI. Indemnification from Third Party-Claims

1. The Supplier shall indemnify the Purchaser against all claims of third parties which are asserted against the Purchaser because industrial property rights of third parties [gewerbliche Schutzrechte] such as patent rights, trademark rights, utility model rights, design patent rights and copyrights (hereinafter: "**IP Rights**") are allegedly or actually infringed by the contractual use of the documents and other Deliveries provided. The Purchaser shall notify the Supplier without delay of any such third party-claims. The Supplier remains entitled to take all defensive measures, both in and out of court. The Purchaser shall support the Supplier in a reasonable manner. The Supplier shall reimburse the Purchaser for all reasonable costs incurred in the course of such support.
2. If the Purchaser has informed the Supplier in due time about a claim due to an infringement of an IP Right, the Supplier shall, at its own expense, in order to enable further use, modify or replace the provided documents and other supplies in such a way that the IP Right is not infringed and the contractually agreed properties are maintained. The Supplier may also, at its own expense, obtain for the Purchaser the right to continue to use the Deliveries which are alleged to infringe the intellectual property. The aforementioned obligations of the Supplier shall not apply if the infringement of the IP Right was caused by the fact that the Deliveries delivered by the Supplier were modified or changed in a way not conforming to the contract without the Supplier's consent or if the infringement of the IP Right is due to the fact that the Deliveries are used in combination with other goods not delivered by the Supplier, unless the use was previously agreed with the Supplier.
3. All claims and rights of the Purchaser due to defects of title shall remain unaffected.

XII. Foreign Trade Law

1. The Supplier shall comply with all requirements of the applicable national and international customs and foreign trade law. The Supplier shall notify the Purchaser in writing of all information required by the Purchaser for compliance with foreign trade law for export, import and re-export no later than two (2) weeks after placing the order and without delay in the event of changes.
2. The fulfillment of the contract on the part of the Purchaser is subject to the proviso that there are no obstacles to the fulfillment due to national or

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international regulations of customs and foreign trade law as well as no embargos and/or other sanctions.

XIII. Insurance

1. The Supplier shall maintain product liability insurance [*Produkthaftpflichtversicherung*] (incl. coverage for removal and installation costs and recall costs) with a minimum coverage of EUR 10,000,000 per damage event and shall provide evidence thereof to the Purchaser upon request.
2. For work on the Purchaser's premises, the Supplier shall maintain a business liability insurance [*Betriebshaftpflichtversicherung*] with a minimum coverage of EUR 10,000,000 per damage event and shall provide evidence thereof to the Purchaser upon request.

XIV. Data Protection

1. The Purchaser stores personal data of the Supplier and its employees (e.g. name, occupational, industry or business designation, telephone number and e-mail address) for the purpose of establishing, implementing or terminating legal or quasi-legal contractual relationships with the Supplier.
2. The Purchaser ensures that only persons have access to personal data whose access is required for this purpose and who have been obligated to maintain confidentiality. In case of processing of personal data by the Supplier on behalf of the Purchaser, at least one contract on commissioned processing must be concluded prior to the first access to personal data by the Supplier. The Supplier warrants that any processing of personal data will take place exclusively within the territory of the EEA.

XV. Code of Conduct and Global Compact Initiative

1. The Supplier acknowledges the standards set forth in the Purchaser's Code of Conduct for Business Partners. It is available at <https://www.solarwatt.com/governance> or can be obtained from the Purchaser upon written request.
2. The Supplier also acknowledges the principles of the Global Compact Initiative of the United Nations. These are available at www.unglobalcompact.org or can be obtained from the Purchaser upon written request.
3. The Supplier ensures that its subcontractors comply with the aforementioned standards and principles.

XVI. Final Provisions

1. The Supplier shall not use the Purchaser's company and logo as a reference client without the Purchaser's written consent.
2. Insofar as these Terms and Conditions of Purchase or a contract concluded on the basis of these Terms and Conditions of Purchase stipulate a written form requirement, text form (in particular e-mail) shall be sufficient to comply with the form.
3. Should one or more provisions of these Terms and Conditions of Purchase or other parts of the contract be or become invalid, the validity of the remaining provisions shall not be affected thereby.
4. German law shall apply to the legal relationship between the Purchaser and the Supplier.

5. All disputes arising out of or in connection with these Terms and Conditions of Purchase or contracts concluded on the basis of these Terms and Conditions of Purchase shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator. The seat of arbitration is Dresden, Germany. The language of the arbitration shall be German.