

General Terms and Conditions of Delivery of the M10 Solar Equipment GmbH

1. Applicability

- 1.1 The following General Terms and Conditions (GTC) apply to all current and future offers made by us and contracts concluded with us. Any general terms and conditions of the Customer shall only become an integral part of the contract if and to the extent that we have expressly consented to their application. They shall not become part of the contract through unconditional acceptance or execution of an order.
- 1.2 These GTC apply exclusively to companies (§ 14 BGB, German Civil Code), legal entities under public law or special funds under public law.

2. Offers; Conclusion of Contract

- 2.1 Unless otherwise indicated, our offers are subject to confirmation and are not binding; the contract is concluded upon receipt of our order confirmation by the Customer or by delivery. The order confirmation can be sent by post, e-mail or telefax. Solely our confirmation of the order shall be authoritative for the terms of the contract, in particular for the scope of our services.
- 2.2 Documents attached to our offers, information on the website or in brochures serve only to inform the Customer. We reserve the right to make changes to the pictures, descriptions, drawings, weights and dimensions and other details stated in our brochures, price lists, catalogues and our offer provided that they do not significantly alter or improve the quality of the goods/services to be delivered and the changes or deviations are reasonable for the Customer.

3. Prices and Payment Terms

- 3.1 Our prices for services apply ex works plus transport insurance, packaging, dispatch and statutory value added tax; in the case of export deliveries plus customs duties and charges and other official duties. Any support or repair services shall be charged in accordance with the price list valid at the time of performance
- 3.2 Payment shall be due without any deductions within 14 days after receipt of a proper invoice with VAT statement. The Customer shall be in default of payment [*"in Verzug"*] 14 calendar days after receipt of the invoice without there being any need for a payment reminder. The date of receipt on our account is decisive for the date of payment. Cheques and bills of exchange shall only be considered as payment after they have been cashed. Discounts, charges for bills of exchange, taxes on bills of exchange and similar dues shall always be at the expense of the Customer.
- 3.3 If insolvency proceedings are opened against the Customer's assets or rejected for lack of assets, we shall be entitled to withdraw from the contract. If the Customer is in default of payment, we can immediately call in the total debt due to us. In the aforementioned cases we shall furthermore be entitled to make further handling of all of the Customer's orders dependent on a payment in advance or the furnishment of security.
- 3.4 The Customer shall not be entitled to set off claims or to withhold payments on the basis of any counterclaims that it may have unless such counterclaims are undisputed, have become legally binding [*"rechtskräftig"*] or are based on warranty claims.
- 3.5 If delivery is made more than 6 months after the contract was concluded for reasons, for which we are not responsible, we may adjust the price up to the list price applicable on the date of delivery (in each case less an agreed percentage or fixed discount).

4. Delivery Dates

- 4.1 Any delivery dates shall be determined by the agreements made in the individual case. A delivery deadline shall be deemed to have been met if the goods/services to be delivered have been handed over for transportation or they are ready for dispatch and notice thereof has been given.
- 4.2 Where we are unable to meet the agreed delivery date due to circumstances for which we are not responsible (operational breakdown, strike, lock-out, power supply problems, our own supplies having been delayed or omitted etc.), we shall inform the Customer immediately. In such a case, the Customer shall not be entitled to withdraw from the contract. However, if it seems unlikely that we will be able to effect performance within a reasonable time, and in any case not within four months at the latest, we and the Customer may withdraw from the contract. The same shall apply *mutatis mutandis* if the reasons for the impediment still exist after the expiry of four months from the date of our notification. If the reasons for the impediment are apparent to us when the contract is concluded, we shall not be entitled to withdraw from the contract.
- 4.3 If the customer is in default on acceptance, we shall charge storage costs in the amount of 0.5% of the invoice amount per month, but not more than 5% of the invoice amount. After setting and expiry of a reasonable deadline, we may withdraw from the contract and claim liquidated damages in lieu of performance in the amount of 20% of the order value. Both parties reserve the right to prove higher or lower damages.

5. Delivery

- 5.1 All deliveries shall be FCA ("Free Carrier") Incoterms 2020. Where the Customer defaults on acceptance, responsibility for the risk shall pass on notification that the goods are ready for dispatch. This applies irrespective of whether or not dispatch takes place from the place of performance and of who bears the transportation costs.
- 5.2 Partial deliveries shall be permitted if the Customer can use the part delivery for the contractually stipulated purpose, delivery of the remainder of the goods ordered has been ensured and the Customer does not thereby incur considerable additional work and expense.

6. Reservation of Title

- 6.1 Goods delivered by us shall remain our property until all our claims arising from the entire business relationship with the customer have been fully satisfied.
- 6.2 The Customer shall be obliged to store and label the goods subject to the reservation of title separately. At its own expense, the Customer shall insure the goods subject to the reservation of title against fire, damage caused by water, burglary and theft. On request, the insurance policy must be submitted to us for inspection. The Customer assigns to us in advance all claims against the insurance company. We accept the assignment.
- 6.3 The Customer must inform us immediately of any seizure of the reserved property by third parties. The Customer shall bear the cost of reversing such seizure and reacquiring the goods supplied by us.
- 6.4 The Customer shall be entitled to sell the goods subject to the reservation of title in the normal course of business as long he is not in default. Pledges or assignments of title as security are not permitted. By way of security, the Customer hereby assigns to us, in full, all claims, arising from the resale or based on other legal grounds (insurance, tort), which relate to the goods subject to the reservation of title. We revocably authorize the Customer to collect all accounts receivable assigned to us in his own name but for our account. Upon our request, the Customer shall disclose the assignment and provide us with the information and documentation necessary to collect the accounts receivable.
- 6.5 If the goods subject to the reservation of title are combined with other items, the reservation of title shall continue to apply with respect to the newly created item. We thereby acquire a co-ownership share in the ratio of the value (invoice value) of the goods subject to the reservation of title to the value of the other combined items. If one of the combined items is regarded as the main item, the Customer shall transfer a co-ownership share to us in the ratio of the value of the goods delivered by us (invoice value) to the value of the other combined items. The customer shall store the new item free of charge with regard to our co-ownership share. If the goods subject to the reservation of title are resold as part of the newly created item, the assignment in advance agreed in Clause 6.4 shall only apply to the extent of the invoice value of the goods subject to the reservation of title.
- 6.6 If the law of the country in which the delivery item is located does not permit the agreement of a reservation of title or only in a limited form, we may reserve other rights to the delivery item. The Customer shall be obliged to cooperate in all necessary measures (e.g.

registration) for the realization of the reservation of title or other rights replacing the reservation of title, and for the protection of these rights.

7 Warranty; Claims for defects

- 7.1 If any of our deliveries or services prove to be defective, we shall initially be under a duty to remedy the defects by, at our option, either rectifying the defect or by making a replacement delivery. In the case of a replacement delivery the Customer must return the defective goods to us in accordance with the statutory provisions. We shall bear the costs of such supplementary performance ["*Nacherfüllung*"], in particular the transport costs, labour costs and cost of materials. This shall not apply if the costs increase because the delivery item is located somewhere else than the intended place of use.
- 7.2 We shall be entitled to make the subsequent performance owed dependent on the Customer paying the due purchase price. The Customer shall, however, be entitled to retain a part of the purchase price which is reasonable in relation to the defect.
- 7.3 Except in the case of malice ["*Arglist*"] and subject to Clause 8.3, the limitation period for warranty claims shall be 12 months calculated from the date of delivery or, if acceptance is required, from the date of acceptance.
- 7.4 If the defect is based on a defective third-party product, we shall be entitled to assign our warranty claims against our supplier to the Customer. In that case a claim can only be asserted against us under the above provisions if the Customer has asserted the assigned claims against the supplier in court.
- 7.5 We shall be liable for defects of used delivery items, which we sell as "repaired" or "second-hand" goods and not as "reconditioned" or "as good as new", only in accordance with Clause 8. If any used goods sold by us as "reconditioned" or "as good as new" prove to be defective, we shall only be obliged to attempt to remedy the defect. If such attempts fail, the rights of the customer are limited to a reduction of the purchase price. Our liability according to Clause 8 remains unaffected.
- 7.6 Apart from that and in deviation from Clause 7.1 to 7.5, the Customer shall have no rights.

8. Liability

- 8.1 We shall be liable for any culpable breach of our material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterize the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the other contract party may rely on. However, unless our conduct has been either grossly negligent or intentional, we shall only be liable for the foreseeable damage, which typically occurs.
- 8.2 In all other cases we shall be liable if damage has been caused intentionally or grossly negligently by one of our legal representatives or by a vicarious agent. Where we have given a guarantee or for damage arising from any injury to life, body or health, we shall be liable in accordance with the statutory provisions. Otherwise claims for damages against us arising from breaches of duty are excluded.
- 8.3 Liability under the German Product Liability Act [*Produkthaftungsgesetz*] shall remain unaffected.
- 8.4 The claims for damages under Clauses 8.1 to 8.3 above shall become time-barred within the statutory periods.

9. Drawings, Designs and other Documentation

- 9.1 Any drawings, designs, calculations and other documents, such as samples and models, provided by us or produced according to our specifications, shall become and remain our property. They may not be passed on to third parties nor may they be used for other purposes without our written consent. They must be returned to us after the order has been carried out or upon request.
- 9.2 In the case of deliveries based on drawings, models or details provided by the Customer, the customer shall indemnify us against all industrial property claims by third parties. In the event of breaches of contract by the customer, his industrial property rights shall not prevent us from exploiting the goods.

10. Information and Technical Advice

Our information and recommendations are not binding and are made excluding all liability unless we have obligated ourselves expressly and in writing to give information and recommendations. Whether a product is also suitable for the customer's particular applications must be investigated by the customer in his own test series. Furthermore, the details and information we provide do not constitute a guarantee of the quality of our products.

11. Confidentiality; Prohibition of Reverse Engineering; Data Protection

- 11.1 We are obliged to keep confidential any information regarding the Customer's trade secrets, documents and information marked as confidential obtained in the course of performing the Customer's order only for the purpose of the Customer's order and to maintain confidentiality even after completion of the order.
- 11.2 The Customer undertakes to use our business secrets entrusted to him or otherwise known to him as well as objects embodying business secrets only within the framework of the existing contractual relationship and shall not to disclose them to third parties.
- 11.3 The Customer shall refrain from obtaining the trade secrets embodied in our deliveries by means of reverse engineering. "Reverse engineering" in this context means all actions with the aim of obtaining trade secrets, including observing, testing, examining and disassembling and, if necessary, reassembling.
- 11.4 We are obligated to treat the personal and business data of the customer, which become known to us in the course of our activities for the customer, as confidential, unless the customer releases us from this obligation or there are legal obligations to disclose, e.g. to authorities.
- 11.5 We process the data of our customers required for the execution of the order in compliance with the applicable data protection regulations.

12. Final Provisions

- 12.1 This Agreement shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 12.2 The place of performance, including the place of subsequent performance, for all the obligations of both contracting parties shall be Freiburg / Breisgau, Germany.
- 12.3 The place of jurisdiction for all legal disputes in connection with this Agreement shall be Freiburg / Breisgau, Germany. The Customer may – at our discretion – also be sued at its place of business.