

# General Conditions of Purchase for SOLARMAX Products

## 1. General Terms and Conditions

These Conditions of Purchase shall apply to all purchases of goods (including software and hardware) by SOLARMAX GmbH (the Buyer) from Sellers.

These Conditions of Purchase shall take precedence over any general or other terms and conditions, whether in writing or in quotations, confirmations, purchase orders, invoices or technical documents of the Supplier and these Conditions of Purchase shall be deemed to have been accepted by the Supplier. Amendments to the Conditions of Purchase shall only be valid upon the written consent of the Buyer. Framework agreements concluded between the parties in writing and in force shall retain their validity and shall take precedence over these Conditions of Purchase. However, in the event of any conflict between these Conditions and the framework agreements, the provisions of these Conditions of Purchase shall prevail.

## 2. Order and order confirmation

The Buyer may cancel the order in writing if the Supplier has not confirmed the order in writing within two weeks of receipt.

If the terms and conditions of the order confirmation deviate from those of the order, the Buyer shall only be bound to such deviation after written confirmation. The Supplier's general terms and conditions shall only be binding on the Buyer if they are consistent with the Buyer's Conditions of Purchase or if the Buyer has previously agreed to the Supplier's conditions in writing. Acceptance of deliveries, services or payments does not imply consent to changed conditions.

Changes or extensions to orders shall only be valid with the written confirmation of the Buyer.

## 3. Commercial use

The Supplier shall transfer the following non-exclusive (except in case of items specifically made for the Buyer, only the Buyer shall obtain the exclusive rights), transferable, worldwide, unlimited and irrevocable rights:

- the use of the products and services for processing or reworking into further products and their worldwide distribution;
- the use of software (developed or purchased by the Supplier and supplied to the Buyer as part of goods and/or as goods including the documentation) to install, test, introduce and operate the products, to adapt and process them in the Buyer's products and to reproduce and install them in the Buyer's products, to market, sell and make available to third parties directly or indirectly, and to issue licences to end users on the same terms and conditions as those to which the Buyer is subject, to use the software for demonstration and marketing purposes, for customer trials, internal development, evaluation, testing and training purposes;
- the assignment of rights of use to end users and Buyers in order to guarantee host services to partners and third parties;
- the translation, redesign and printing of the documentation of the relevant products or software.

The Supplier is obliged to inform the Buyer - at the latest when confirming the order - whether the goods and services to be supplied contain "open source software".

"open source software" means software that is subject to licence agreements other than those expressly described herein. This software includes, but is not limited to, licensed software, whose licenses are listed at the following link: <http://www.opensource.org/docs/definition.php> or <http://www.opensource.org/licenses/>.

In the event that the goods and services supplied by the Supplier contain "open source software", the Supplier shall provide the Buyer with the following, at the latest with the order confirmation:

- The source code and build scripts of the relevant open source software, if the open source terms provide for the disclosure of the source code.
- A list of all open source files used, with reference to the respective licence and including a copy of the full licence.

If the Supplier has not indicated at the time of order confirmation that its products and services include open source software, the Buyer shall be entitled to cancel the order within 14 days of receipt and provision of the information described in this clause. If the Supplier fails to comply with this agreement, the Supplier shall be liable for all claims, losses and costs incurred by the Buyer, its partners or customers as a result of the Supplier's non-compliance with this agreement and shall indemnify the Buyer, its partners or customers from this, at least in their internal relationship with the Supplier.

## 4. Delivery and transfer of ownership

The time and place of performance specified by the Buyer shall be decisive for the timeliness of the delivery.

In the event of expected or foreseeable delays in delivery, the Supplier shall be obliged to inform the Buyer immediately. Such information shall not limit the Supplier's liability arising from the delay in delivery. The Supplier shall undertake all necessary efforts to minimise delays in delivery.

In the event of a delay in delivery, the Buyer shall be entitled to a penalty of 0.3% of the total value of the order per working day of delay. This penalty shall not exceed 5% of the overall value of the order.

For deliveries including assembly, installation or services, the transfer of ownership shall take place the Buyer has approved the delivery. For deliveries without assembly, installation or services, the transfer of ownership shall take place when the Buyer has accepted the delivery at the agreed location.

The generally applicable delivery terms are DDP (Incoterms 2022), unless both parties agree on another delivery method. The consignment shall become the property of the Buyer upon handover at the place of receipt specified in the contract.

The Buyer may postpone or cancel the delivery up to 7 days before delivery by notifying the Supplier in writing without any liability or without invoicing.

Each consignment shall be accompanied by a delivery note stating the contents of the consignment and the order number. When the consignment is dispatched, a dispatch note with the same details shall be sent to the Buyer.

## 5. Invoices

Invoices must contain the order number and the exact number of individual items; for deliveries with serial numbers, also all serial numbers must be indicated. Invoices without this information will not be instructed for payment. Copies of invoices must be marked as such.

## 6. Payment

Unless otherwise agreed with the Supplier, payment shall be made:

- within 14 days, less 3% discount
- or within 30 days, less 2% discount
- or within 90 days net

after complete receipt of the goods or services and receipt of the proper invoice.

The Buyer shall be entitled to withhold payment if the delivery is incomplete or does not comply with the specifications or other conditions.

If the Supplier is a merchant within the meaning of § 14 of the German Civil Code (BGB), payment shall only be in default if the Buyer fails to make payment after receipt of a reminder, at the earliest 30 days after the due date for payment.

Payment does not constitute a confirmation that the delivery has been made in accordance with the Conditions of Purchase or free of defects.

## 7. Incoming goods inspection

The Supplier shall carry out all relevant goods inspections and ensure that the goods comply with the Buyer's specifications and requirements. The Buyer shall be entitled to inspect the goods upon receipt. Acceptance of the goods, with or without incoming goods inspection, does not release the Supplier from its obligation that the goods must comply with the Buyer's specifications and requirements. This shall not restrict the right of the Buyer to give notice of defects, even at a later date, if the goods or delivery do not comply with the Buyer's specifications or requirements. § 377 of the German Commercial Code (HGB) is excluded in its entirety. If the Buyer discovers any defects during the incoming goods inspection of the consignment, this shall be notified to the Supplier without delay. If the Buyer discovers defects at a later stage, the Supplier shall be informed thereof.

## 8. Quality assurance and quality management system

The Supplier is obliged to maintain a quality assurance system of a suitable type and scope within the framework of a quality management system (e.g., ISO 9001) and to prove this to the Buyer upon request. The Supplier shall conclude a corresponding quality assurance agreement with the Buyer if the Buyer deems this necessary.

#### 9. Warranty

The Supplier warrants that for a period of 30 months from the day of acceptance, the good shall conform to the specifications and conditions of these Conditions of Purchase, shall be free from defects and shall not endanger the life, health or property of any person. In addition, all products or parts thereof must be fit for the purpose specified by the Supplier. If defects are found, the Supplier shall remedy them or supply replacements at its own expense and as specified by the Buyer. This warranty also extends to the delivery of samples which are subject to inspections and tests. The Buyer undertakes to make fair and reasonable use of the warranty.

If the Supplier fails to remedy the defect within the reasonable period set by the Buyer, the Buyer shall be entitled to withdraw from the contract in whole or in part and also to claim damages or to have the price reduced or to have the defect remedied at the Supplier's expense and to claim damages for loss of profit.

The remedy of the defect may be arranged at the Supplier's expense without setting a further deadline if the Supplier has allowed the deadline to expire. The same shall apply if the Buyer has an urgent interest in the immediate remedy of the defect, as the Buyer would otherwise be liable to third parties himself and it is therefore not possible for the Buyer to grant the Supplier a reasonable period of time to remedy the defect, due to the urgency of the matter.

Any further or existing rights shall remain unaffected.

The warranty period shall recommence after the defect has been remedied or the goods have been replaced.

The Supplier shall bear the costs and risks of returning or replacing the goods, even if this is done by the Buyer.

#### 10. Export control

The Supplier undertakes to regularly inform the Buyer of all export and legal restrictions affecting the products. Should an export licence be required for the export of a product, the Supplier undertakes to obtain such licence immediately at its own expense. Both parties undertake to assist each other in obtaining the necessary export licences within the scope of these Conditions of Purchase. At the Buyer's request, the Supplier also undertakes to provide the Buyer with all information necessary for an accurate classification of the products so that they comply with the required export regulations.

#### 11. Protection of copyright

The Supplier warrants that its products do not infringe the copyright of third parties. The Supplier shall protect and indemnify the Buyer, its business partners, subcontractors and its customers against copyright claims and release them from responsibility and liability. This includes claims, proceedings, damages, demands, costs, expenses and liabilities (not limited to attorneys' fees) in the event of copyright infringement, patent infringement, trademark infringement or infringement of industrial or intellectual property rights arising out of the use of the Supplier's products in or in connection with the Buyer's products. In addition, the Supplier undertakes, without restricting the claims for damages, (i) to modify any products at its own expense and risk so that copyrights are not infringed but the product continues to comply with the specifications and requirements of these Conditions of Purchase or (ii) obtains for the Buyer a licence to use the products in accordance with these Conditions of Purchase, releasing the Buyer from restrictions and liability for an unlimited period of time.

#### 12. Commissioning of third parties

Orders may not be outsourced to third parties without the prior and written consent of the Buyer. Breach of this condition will allow the order to be terminated in whole or in part and entitle the Buyer to claim damages.

#### 13. Material provided

Material, tools, samples, drawings, specifications, as well as documents derived therefrom remain the express property of the Buyer and may not be made available to third parties without the prior and written consent of the Buyer, unless this has been contractually agreed. Materials and documents provided must be kept separately and specially marked and must not be made accessible to unauthorised persons. Upon termination of the contractual obligations, the aforementioned items shall be handed over to the Buyer without delay and without being requested to do so; if such handover is not possible, they shall be destroyed.

#### 14. Confidentiality

Both parties undertake to treat as confidential all technical and business information received from the other party or its agents, subcontractors and customers. Both parties are obliged to ensure the protection of this information against improper, unauthorised, negligent and unintentional disclosure to third parties. Signed and valid confidentiality agreements concerning the products between the parties are binding.

#### 15. Limitation of liability

The Buyer shall only be liable for damage caused intentionally or by gross negligence. To the extent that this exclusion of liability is not permitted by law, the statutory provision shall apply; otherwise, this limitation of liability shall be valid.

#### 16. Transfer

The Supplier shall not pass on its rights and obligations arising from the products from these Conditions of Purchase without the prior written consent of the Buyer.

#### 17. Ancillary agreements

Matters not governed by these Conditions of Purchase shall be governed by appropriate statutory provisions. The law of the Federal Republic of Germany shall apply.

#### 18. Compliance with laws

Both parties agree not to make any payments, promises to pay, authorise the payment of money or anything of value for the purpose of illegally obtaining or soliciting business to any person (public or private), including government officials, members of political parties or public servants. This includes unethical acts resulting in the illegal granting of licences, permits or contracts. Failure by either party to comply with this agreement shall indemnify the other party against claims, losses and costs of any kind, arising from the other party's failure to comply with this agreement.

#### 19. Difficulties with payment / insolvency of the Supplier

If the Supplier encounters payment difficulties or insolvency proceedings are initiated, the Buyer may withdraw from the purchase agreement in whole or in part. In the event of withdrawal, the Buyer may nevertheless continue to use existing and performed services and deliveries of the Supplier against reasonable compensation.

#### 20. Legal disputes and arbitration

The Conditions of Purchase and Terms and Conditions shall be governed by German law. Disputes arising out of these Conditions of Purchase and Terms and Conditions or in connection with a product shall, at the option of the Buyer, be settled either by arbitration or by legal action before a competent court at the place of performance of the order. The arbitrators shall be appointed by the Arbitration Chamber of the German Chamber of Industry and Commerce and the rules of this Chamber shall be applied in the arbitration proceedings. The decision of the arbitrator shall be binding and enforceable in court.