

General Terms and Conditions of Purchase for Supply Agreements dated 01.01.2007

For use in all contractual relationships between PVStrom Solar Investments GmbH & Co. KG (hereinafter referred to as the "Buyer") and companies (hereinafter referred to as the "Supplier") for the supply of products and/or services.

1. Governing Terms

- 1.1 The legal relationships between the Supplier and the Buyer are governed exclusively by the following purchasing conditions.
- 1.2 Conflicting terms and conditions of the Supplier are expressly rejected.
- 1.3 The unconditional acceptance of products including documentation or services (hereinafter uniformly referred to as "Goods") or payment without objection by the Buyer does not imply acceptance of the Supplier's general terms and conditions.
- 1.4 All services to be provided by the Supplier under the supply contract are referred to as the "Scope of Supply".
- 1.5 These purchasing conditions also apply to all future transactions with the Supplier.

2. Conclusion and Scope of the Contract, Schedule, Suspension, Project Manager

- 2.1 This contract becomes effective upon signature by both parties or upon commencement of services by the Supplier.
- 2.2 The Supplier undertakes to perform all services agreed upon in this contract completely, properly, functionally and ready for operation and to meet the deadlines specified below. The Supplier must ensure that ongoing operations are not disrupted.
- 2.3 The Supplier must deliver a complete and functional system; everything necessary for planning, delivery, and assembly is deemed part of the Scope of Supply, even if not explicitly mentioned in the inquiry/specification or drawings.
- 2.4 Any changes to the Scope of Supply after contract conclusion require written confirmation from the Buyer.
- 2.5 The Supplier must review the Buyer's requirements and notify the Buyer in writing of any foreseeable obstacles to proper contract fulfillment prior to providing services.
- 2.6 The Supplier guarantees the Goods are free from defects, have the agreed characteristics, and meet the Buyer's requirements and intended purpose. Zero-defect quality is guaranteed via complete final inspection.
- 2.7 Delivery location and final place of use may differ; the contractually stated location is decisive.
- 2.8 The Buyer may request reasonable changes in design and execution of the Scope of Supply. Cost and deadline impacts must be agreed upon fairly.
- 2.9 Within ten (10) working days of contract signature, the Supplier must submit a detailed and logically structured schedule that reflects the Scope of Supply and complies with network planning techniques (MS Project in German/English). It must allow:
 - Target/actual comparison
 - Control of milestone dates
 - Identification of key decision points
 - Inclusion of all planning lead times

- 2.10 The Buyer may request in writing a delay of delivery. The Supplier must store the prepared materials at its own risk. No costs shall be incurred by the Buyer for delays up to thirty (30) working days.
- 2.11 The Supplier must appoint a Project Manager to coordinate and manage the services. This person must attend on-site as needed and be authorized to represent the Supplier. A replacement may be requested by the Buyer for good cause.

3. Prices, Payment

- 3.1 Prices are fixed. Within the EU, prices are DAP; outside the EU, DDP (INCOTERMS 2020), including packaging, excluding VAT. Supplier bears all local taxes/charges imposed on the Buyer. Buyer may withhold withholding tax.
- 3.2 Estimates/offers are binding and not reimbursed unless agreed in writing. If installation is included, the Supplier bears associated ancillary costs unless otherwise agreed.
- 3.3 Buyer pays invoices on Tuesdays and Thursdays or the next business day. Unless otherwise agreed, payment terms are 14 days with 3% discount or 30 days net from receipt of invoice and defect-free delivery. Advance payments do not imply invoice acceptance.
- 3.4 For early deliveries, the payment period starts from the agreed delivery date.
- 3.5 Upon request, calculation documents must be provided to verify price appropriateness. Market-related price reductions must be passed on.
- 3.6 Non-compliant invoices (contract or legal requirements) are not due for payment.
- 3.7 Within ten (10) working days of contract entry into force, the Supplier must provide a performance guarantee worth ten (10%) percent of the gross contract price from a rated bank (see 10.2).
- 3.8 Upon acceptance of the system (per 8.3), a ten (10%) percent warranty guarantee of the gross delivered price must be submitted. Alternatively, a 10% retention can be agreed.
- 3.9 The guarantee remains valid until all contractual obligations including warranty are fulfilled and confirmed in writing by the Buyer.
- 3.10 All costs related to guarantees or securities are borne by the Supplier unless otherwise agreed.
- 3.11 If installment payments are agreed, 10% will be withheld until acceptance. In case of non-compliance with the contract, Buyer may retain an additional 5%.
- 3.12 A final invoice must be issued within 30 days of acceptance. By issuing the final invoice, the Supplier waives further claims unless stated therein. If the deadline is missed, the Buyer may issue such an invoice, which is deemed accepted unless objected to within 10 days.

4. Delivery, Deadlines, Delay, Substitute Performance, Penalty, Shipping Notice

- 4.1 Agreed deadlines are binding. Receipt of goods including documentation at the agreed location determines compliance.
- 4.2 Supplier must prepare goods for shipment on time and coordinate with the Buyer's carrier unless otherwise agreed (e.g. DDP).
- 4.3 Partial deliveries require express approval.
- 4.4 Failure to meet deadlines results in default per legal provisions unless otherwise specified.

- 4.5 Acceptance of delayed delivery does not waive the Buyer's rights.
- 4.6 Supplier must inform Buyer immediately of any foreseeable delays or quality issues.
- 4.7 In case of delay, Buyer will set a grace period. The Supplier is liable for resulting damages.
- 4.8 If grace period lapses, Buyer may procure goods at Supplier's risk/expense or terminate the contract.
- 4.9 In emergencies, Buyer may act without prior notice.
- 4.10 Penalty for delay: 1% per day, max 10% of order value. For late documents: €500/week, €1,000 from 2nd week. Penalty counts toward damage compensation.
- 4.11 Supplier may not recruit Buyer employees without written approval; breach incurs a €100,000 penalty.
- 4.12 Shipment must be announced three days in advance.
- 4.13 In the event of delivery of goods prior to the agreed date (early delivery) or delivery of goods in quantities exceeding those agreed upon for the date (overdelivery), the buyer has the right to return such goods at the supplier's expense and risk. If storage is required, it shall be at the supplier's risk and cost.

5. Confidentiality

- 5.1 All information made accessible by the buyer (including characteristics that can be inferred from provided items, documents, drawings, or software, as well as other knowledge or experience) shall be kept confidential and not disclosed to third parties, as long as and insofar as it is not demonstrably public knowledge. This information remains the exclusive property of the buyer and may only be made available within the supplier's organization to individuals who necessarily need access for the purpose of delivery to the buyer and who are also bound by confidentiality obligations. Such information may not be duplicated or used for commercial purposes—except for deliveries to the buyer—without the buyer's prior written consent. Upon request by the buyer, all information originating from the buyer (including copies and records) and any items provided on loan must be promptly and fully returned or destroyed, accompanied by a corresponding written declaration.
- 5.2 The buyer retains all rights to such information (including copyrights and rights to register industrial property rights). To the extent that the buyer has received such information from third parties, this reservation also applies in favor of those third parties.
- 5.3 Products manufactured based on documents such as drawings or models provided by the buyer, or based on the buyer's confidential information or using the buyer's tools or tools replicated from them, may neither be used by the supplier for their own purposes nor offered or delivered to third parties. This provision applies accordingly to print orders.

6. Inventions, Intellectual Property Rights

- 6.1 For protectable inventions arising within the scope of the legal relationship between the supplier and the buyer, especially in the case of development services, the supplier hereby grants the buyer a free, transferable, and unlimited right of use. The supplier

shall ensure organizationally that they can fulfill their obligation to claim and transfer the rights.

- 6.2 The supplier is aware that the buyer's goods are used worldwide. The supplier guarantees that all deliveries are free from third-party intellectual property rights and, in particular, that the delivery and use of the delivered items do not infringe upon patents, licenses, or other third-party rights. The supplier shall indemnify and hold the buyer harmless with respect to any claims (including legal expenses) asserted on this basis. The buyer is entitled to obtain, at the supplier's expense, authorization for the use of the relevant delivery items and services from the rightful owners.
- 6.3 The supplier grants the buyer the irrevocable right to freely dispose of the scope of delivery, particularly to resell to third parties.
- 6.4 The contracting parties shall immediately inform each other of any known or alleged risks of infringement.
- 6.5 For software included in the delivery, including documentation, the buyer has the right to use it with the agreed performance features in accordance with the contractually intended use. The buyer is also entitled to make a backup copy without express agreement.

7. Packaging, Delivery Note, Invoice, Origin of Goods, Export Declarations and Export Restrictions

- 7.1 The goods must be appropriately packaged for transport. The supplier is solely responsible for the accuracy and completeness of the accompanying documents. In particular, for dangerous goods, the supplier is responsible for ensuring that both the packaging and its labeling, as well as the means of transport and its markings, comply with the relevant regulations for the applicable mode of transport (road, rail, inland or sea shipping, or air transport). Any special labeling and/or preservation requirements specified in the delivery contract must be followed.
- 7.2 A delivery note and a separate invoice must be issued to the buyer for each shipment. These must include the supplier number, date and number of the delivery contract, quantities and item numbers of the buyer and supplier, number and date of the delivery note, gross and net weights listed separately, any additional data specified in the delivery contract by the buyer (e.g., unloading site, project number), as well as the agreed price/unit of quantity. Each delivery must include a packing list with a detailed table of contents, indicating the purchase order number.
- 7.3 If the invoice refers to multiple delivery contracts, the information specified in clause 7.2 must be listed separately for each contract.
- 7.4 A supplier based in the EU must provide the buyer with the customs tariff number and, upon request, free of charge, proof of origin for the goods. In addition, all goods not originating in the EU must be clearly marked on the delivery note as "non-EU origin goods." A supplier not based in the EU must also provide the buyer with the customs tariff number and the preference certificate for the respective goods and, upon request, attach a certificate of origin free of charge with the delivery. The supplier shall

indemnify the buyer against any costs incurred due to incorrect, incomplete, or faulty origin declarations or documents. For non-community (i.e., outside the EU, NAFTA, Mercosur, etc.) delivery contracts, the supplier must include an export declaration.

7.5 The supplier is obliged to clearly inform the buyer in offers, prior to the conclusion of delivery contracts, and on invoices, of any applicable export restrictions. This includes, in particular, the labeling in accordance with the applicable national export laws—especially German, American, and Japanese export law—including the relevant export list numbers (AL) and the U.S. Export Control Classification Number (ECCN) if the goods are subject to U.S. export control laws.

8. Force Majeure, Transfer of Risk, Acceptance

8.1 Force majeure, labor disputes, unforeseen operational disruptions through no fault of the buyer, civil unrest, governmental actions, and other unavoidable events release the buyer from its obligations for the duration of such events.

Furthermore, the buyer is entitled – without prejudice to any other rights – to withdraw from the contract in whole or in part, provided these events lead to a significant reduction in its needs and are not of only short duration.

8.2 The supplier bears the risk until the goods are accepted by the buyer or its representative at the place where the goods are to be delivered according to the order (place of delivery). If the supplier is responsible for installation, assembly and/or commissioning, the risk is borne by the supplier until acceptance by the buyer or its representative. If the delivery contract additionally specifies a final point of use, the transfer of risk shall extend to that location.

8.3 If the supplier is responsible for installation and assembly, or if contractual obligations include work services, formal acceptance is required. This applies especially when acceptance has been contractually agreed. Acceptance is considered granted when the buyer hands over a signed acceptance protocol to the supplier. Acceptance may not be refused due to minor defects. If a trial run has been agreed upon, acceptance shall only occur after the parameters have been achieved within the agreed time. The provisions in Clause 9 apply accordingly to the rectification and consequences of defects.

8.4 If commissioning is agreed before acceptance under Clause 8.3, the buyer must be notified at least 10 days prior to the planned start date. The same applies to the acceptance itself. The supplier must be present during commissioning and acceptance. The buyer may request that an independent expert be involved in the testing and inspection procedures. This will not result in any additional costs for the buyer.

8.5 If the buyer uses parts of the delivery scope before acceptance, the supplier is not liable for damages resulting from the buyer's fault. Wear and tear caused by such use must be remedied by the supplier prior to acceptance. The use does not constitute a transfer of risk to the buyer.

9. Warranty, Liability

9.1 The statutory provisions concerning material and

legal defects (hereinafter referred to as material defects) apply unless otherwise stipulated below.

9.2 A material defect exists if the agreed delivery scope does not match the delivered scope.

9.3 Acceptance of the goods is subject to inspection for freedom from material defects, in particular correctness, completeness, and suitability. The buyer is entitled to inspect the goods as soon and as far as this is possible in the ordinary course of business.

Identified material defects will be reported immediately. In this respect, the supplier waives the right to claim delayed notification of defects. In the absence of other proof, the values determined by the buyer during an incoming goods inspection shall be decisive for quantities, weights, and dimensions.

9.4 If a material defect exists, the supplier must remedy it. The buyer may choose whether the remedy should take the form of repair or replacement. In the case of replacement, the goods must be delivered anew.

9.5 The buyer's right to remedy the defect expires 24 months after defect-free acceptance by the end customer, but no later than 36 months after acceptance of delivery by the buyer, unless otherwise agreed in writing. It is sufficient to preserve the buyer's rights if the defect is reported within the mentioned period.

9.6 If a material defect becomes apparent within the period specified in Clause 9.5 sentence 1 after the transfer of risk, it is presumed that the defect already existed at the time of the transfer of risk, unless this is incompatible with the nature of the goods or the defect.

9.7 If a repair is to be performed, the buyer must grant the supplier a reasonable deadline within which the repair must be completed. If the supplier fails to remedy the reported defect within this deadline, the buyer may carry out the rectification themselves or commission third parties to do so, in the name and at the risk of the supplier. The buyer also reserves the right to terminate the contract.

9.8 In urgent cases, especially to avert imminent danger or avoid significant damage, the buyer may act without prior notice under the meaning of Clause 9.7.

9.9 The limitation period set out in Clause 9.5 sentence 1 is suspended for the duration of a repair or replacement delivery until the supplier has fully fulfilled its obligation to rectify the defect. For all repaired and/or replaced goods, the limitation period begins anew.

9.10 The supplier is liable for any breach of duty and the resulting damages. In addition, the buyer may reduce the purchase price or withdraw from the contract. Further claims remain unaffected, particularly the supplier's obligation to bear all costs and expenses incurred by the buyer as a result of defective goods in accordance with Clauses 9.1 to 9.8, including transport, travel, labor, material costs and/or the cost of quality control beyond the usual scope; as well as any costs that the buyer is required to reimburse its customers.

10. Other Liability

10.1 If the buyer is held liable under product liability laws, the supplier shall indemnify the buyer to the extent the damage was caused by a defect in the

goods delivered by the supplier. In the case of fault-based liability, this only applies if the supplier is at fault. If the cause of the damage lies within the supplier's responsibility, the supplier bears the burden of proof. In such cases, the supplier shall bear all costs and expenses, including those of legal defense or recall actions.

10.2 The supplier commits to taking out business and product liability insurance, including coverage for product financial losses and recall costs. The insurance must have a minimum rating from one of the following agencies: A.M. Best: A/A-, Fitch: AA, Moody's: Aa, Standard & Poor's: AA. The insurance coverage must amount to at least EUR 10 million per claim in the areas of personal injury, property damage, financial loss, and recall costs. A certificate of insurance must be presented to the buyer upon request.

11. Assignment of Claims

11.1 The supplier may not assign, offset, or collect claims against the buyer through third parties without the buyer's prior written consent, which shall not be unreasonably withheld.

11.2 The buyer may withhold payments or declare offset due to counterclaims.

11.3 This also applies to all counterclaims of affiliated companies within the buyer's corporate group.

12. Ownership, Tooling Provided

12.1 A retention of title by the supplier is only valid if expressly and separately agreed.

12.2 Materials and tools provided by the buyer remain the buyer's property and may only be used for their intended purpose. Processing of materials and assembly of parts shall be carried out on behalf of the buyer. The buyer becomes co-owner of the products manufactured using its materials, in proportion to the value of its contributions relative to the total value of the product. These products are to be held in safekeeping by the supplier for the buyer.

12.3 Upon request, the supplier must clearly label the provided tools as property of the buyer. Furthermore, the supplier is obliged to use the tools solely for manufacturing the ordered goods. The supplier must insure the provided tools at replacement value against fire, water damage, and theft at its own expense. The supplier is also responsible for performing any necessary maintenance and inspection at its own cost and must report any damage or malfunction to the buyer immediately.

12.4 Upon request, the supplier must immediately return provided materials and/or tools to the buyer. A right of retention is excluded.

13. Quality and Documentation, Audit

13.1 The supplier must comply with the state of science and technology in both the buyer's country and the country of the final place of use as stated in the delivery contract, along with applicable safety regulations and agreed technical specifications. The supplier must implement and demonstrate an appropriate quality management system.

13.2 The supplier is obliged to provide a CE Declaration of Conformity, including all relevant documentation, together with the first delivery.

13.3 The supplier must document in its quality records for all goods when, how, and by whom defect-free manufacturing was ensured. These records must be retained for 15 years and provided to the buyer upon request. The supplier must require its subcontractors to comply with the same obligations.

13.4 Upon request, the supplier must provide plans, execution documents, technical calculations, and spare parts lists.

13.5 Upon request, the supplier must allow the buyer or a representative appointed by the buyer access during regular business hours – including unannounced visits – to inspect its quality assurance management system and the production progress of the goods. This right also extends to subcontractors and suppliers, who must be bound accordingly by the supplier.

14. Safety, Environmental Protection, Social Standards and Human Rights

14.1 Persons performing work under the contract on the premises of the buyer or third parties must comply with the respective site regulations. The buyer assumes no liability for accidents occurring to such persons on the premises, unless they are caused by intentional or grossly negligent breaches of duty by legal representatives or vicarious agents of the buyer.

14.2 Packaging must be designed in a way that allows for easy separation and recycling, avoids mixed-material packaging, and uses materials from renewable natural resources. Appropriate product and material information must be provided.

14.3 As part of its corporate responsibility, the supplier commits to ensuring that minimum social standards are met during the production of the ordered goods. Furthermore, the supplier undertakes to comply with the principles of the SA 8000 standard (Standard for Social Accountability), in particular the prohibition of child labor, any form of discrimination, and the assurance of humane working conditions.

14.4 The supplier undertakes not to employ any workers illegally. The supplier is responsible for concluding employment contracts and obtaining valid visas and work permits. In the event of a violation, the supplier shall indemnify and hold the buyer harmless against all claims (including legal costs) arising from such violations.

14.5 The supplier commits to complying with all applicable local environmental laws and regulations during the manufacturing of the goods and shall provide suitable evidence of such compliance upon request.

14.6 The offering of gifts or other benefits by the supplier is strictly prohibited. Any attempt at bribery will result in the immediate termination of the business relationship.

14.7 Any breach of clauses 14.3 to 14.6 entitles the buyer to withdraw from the contract.

15. Final Provisions, Termination

15.1 All declarations must be made in writing. Deviations from this requirement are only valid if previously agreed to in writing.

15.2 If needed, the supplier must establish a consignment warehouse at the buyer's request. In

this case, a separate agreement shall be concluded between the contractual parties.

15.3 The contractual relationship is governed by the law applicable at the buyer's registered office, excluding conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.4 If insolvency proceedings are filed against the supplier or a judicial or extrajudicial settlement is initiated concerning its assets, the buyer is entitled to withdraw from the contract for the part that has not yet been fulfilled.

15.5 If any provision of these purchasing conditions or further agreements becomes or is deemed invalid, the validity of the remaining provisions shall not be affected. The contractual parties agree to replace the invalid provision with a new one that comes as close as possible to the original in terms of economic intent.

15.6 The buyer is entitled to terminate the contract at any time without notice, especially if the buyer's end customer cancels the order or if the buyer's investment project is discontinued.

In such cases, the supplier is entitled to compensation for costs incurred up to that point, provided these can be credibly substantiated.

15.7 The right to compensation for incurred costs does not apply if termination occurs for good cause. Such good cause shall particularly exist if:

- (a) force majeure, labor disputes, or operational disruptions beyond the supplier's control prevent performance of the contract for more than twenty-eight (28) calendar days,
- (b) the initiation of insolvency proceedings against the supplier is imminent,
- (c) there are significant changes in the legal status, ownership, or control of the supplier making continued adherence to the contract unreasonable for the buyer (especially in the case of competitor involvement),
- (d) the supplier is unable to deliver the agreed quantity, quality, at competitive prices, or by the agreed delivery date, or a rectification attempt has failed.

15.8 In the event of termination for good cause, the buyer is entitled to take possession of all documents, tools, equipment, or other items required for fulfilling the supplier's contractual obligations, to use them as deemed necessary, and/or to offset them against any outstanding claims.

15.9 In the event of disputes arising out of or in connection with this contract, the buyer and the supplier agree to submit to arbitration in accordance with the ICC Rules.

The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be the buyer's legal venue. The language of the arbitration shall be German/English.