

General Terms & Conditions Purchasing of IBC SOLAR AG - (GTP)

1. Scope

- (1) These General Terms & Conditions of Purchase shall apply exclusively to all of our or our affiliated companies' orders and contracts (hereinafter "order") governing the purchase of goods and services (hereinafter "delivery") from entrepreneurs, legal persons under public law or special funds under public law within the meaning of Sec. 310 para.1 German Civil Code. Our General Terms & Conditions of Purchase shall also apply exclusively if we do not object to the incorporation of our supplier's conditions in individual cases or if, although being aware of contrary or supplementary terms and conditions of the supplier, we accept a delivery without reservation. These General Terms & Conditions of Purchase also apply to all future business relations with the supplier, even if they are not explicitly agreed upon again.
- (2) We hereby explicitly object to any deviating or supplementary conditions set by our suppliers, they shall not be binding for us. Our General Terms & Conditions of Purchase shall also apply exclusively if we do not object to the incorporation of our supplier's conditions in individual cases or if, although being aware of contrary or supplementary terms and conditions of the supplier, we accept a delivery without reservation.

2. Place of performance, passage of risk and acquisition of ownership

- (1) The place of performance shall be the location to which, according to the order, the goods have to be delivered or where the service is to be performed. Unless otherwise agreed upon, the place of performance shall be our registered office.
- (2) The delivery shall be properly packed and made, according to the agreed Incoterm, to the address designated by us or performed there for the supplier's account and at supplier's risk. The risk of accidental perishing or deterioration of delivery will pass to us only with receipt of delivery by us or by a forwarding agent appointed by us at the agreed place of performance or after final acceptance of the delivery, whichever is later, even if we have agreed to pay the freight charges.
- (3) With passage of risk at the place of performance or with delivery to a forwarding agent specifically appointed by us we shall acquire ownership of the goods without reservation of any rights for the supplier.
- (4) In case of delivery of machinery or plants, the risk shall pass only after their final acceptance at the place of performance.

3. Supplier's offer

Quotations by the supplier must comply exactly with the specifications in the enquiry; any deviations must be specially indicated. Offers shall be free of charge and shall not constitute any obligation on us.

4. Orders, Formal Requirements

- (1) If the supplier does not accept our order in writing or in text form within one (1) week of receipt, we shall be entitled to revoke the order. Delivery calls shall be binding unless the supplier objects within three (3) working days of receipt. Any deviation from, modification of or supplement to our orders shall only be effective if explicitly and separately indicated as deviation, modification or supplement and expressly approved by us.

- (2) Any agreement with the supplier and all orders shall be considered binding for us only if they are put down in writing or in text form. Any modification, addition or subsidiary agreement before, at or after the contract formation also requires our consent in writing or text form. This form requirement may only be waived in writing or in text form.

5. Delivery, delivery dates, contractual penalty

- (1) Delivery dates specified in the order or otherwise agreed upon are binding and must be strictly met. The supplier shall promptly notify us in writing of any potential delays or non-compliance with delivery dates and deadlines, explaining the reasons for the delay and specifying how long they are expected to prevail.
- (2) If the latest date on which delivery must be carried out can be determined on the basis of the contract or any other agreement, the supplier shall be in default at the end of that day without the need for a reminder from us. In the event of default on delivery, we shall be unrestrictedly entitled to the statutory claims without limitation, including the right to withdraw from the contract and the claim for damages instead of performance, following unsuccessful passing of an appropriate period of grace. We reserve the right to claim compensation even in the event of acceptance of the delayed delivery or service.
- (3) In the event of delivery delays, we shall be entitled to demand a contractual penalty of 0.3 % of the respective net order value from the supplier for each working day of the delay in delivery, subject to a maximum of 5% of the respective net order value. If the corresponding reservation is omitted upon acceptance of the goods or subsequent performance, the contractual penalty shall nevertheless be enforceable up to the final payment. The contractual penalty must be offset against the default damage to be paid by the supplier.
- (4) Deliveries by instalments and premature deliveries shall be allowed only with our consent in text form. However, the payment claim shall become due on the originally agreed delivery date at the earliest.
- (5) We reserve the right to reject excess deliveries and store them or return them to the supplier at its expense and risk.
- (6) Events of force majeure that render a delivery by our supplier or the acceptance or use of the delivery in our or at our customer's business impossible or substantially more difficult shall postpone our acceptance duty for an appropriate period of time, considering our actual demand. In cases of force majeure concerning us or our supplier we shall also have the right, at our discretion, to wholly or partially withdraw from the contract.

6. Delivery/Packaging

- (1) Each delivery must be accompanied by delivery notes with the following information: IBC order number, consignment, article number, IBC article name, type of packing, date of dispatch of the goods as well as the quantity and the weight of the delivery, and also available batch codes, versions and serial numbers.
- (2) The goods to be delivered must be packed in the customary commercial manner as requested by us, upon special request in accordance with our instructions. Details of the contents (material designation),

IBC article number, batch number, serial number, quantity inside as well as gross and net weights, must be marked clearly on the outside of each packing unit.

- (3) The supplier shall collect and dispose of packing material free of charge. We are also entitled to dispose of packing material in a professional manner and to demand a credit note from the supplier in return.
- (4) For the proof of origin, we receive a legally binding and valid long-term supplier's declaration from the supplier, free of charge, for any products to be delivered with origin from the European Union with a maximum permitted period of validity in accordance with Implementing Regulation (EU) 2015/2447. In the case of goods originating outside the EU, we receive a Certificate of Origin in accordance with the Union Customs Code (UCC, Regulation (EU) No. 952/2013) and the respective Implementing Regulations (Delegated Regulation (EU) No. 2015/2446 and Implementing Regulation (EU) No. 2015/2447) - as amended from time to time.

7. Prices and payment

- (1) Prices specified in the order are firm. Unless otherwise agreed upon, prices shall apply for "delivery at place" (DAP), as well as any packaging, adequate transport insurance to be taken out by supplier, and all other costs of delivery, unless explicitly agreed otherwise in writing. VAT is not included in the price. Unless explicitly stated otherwise, any use of Incoterms shall be deemed as a reference to the INCOTERMS 2020 as published by the International Chamber of Commerce (ICC).
- (2) In cases where the supplier is responsible for erection, assembly or commissioning, and the parties have not agreed otherwise in writing, the supplier shall bear all necessary incidental costs, such as travel expenses and costs for provision of tools.
- (3) Invoices will not be processed until we receive them by separate mail. Each order must be invoiced separately. Collective or electronic invoices may also be issued with our prior written consent. Invoices must state the order number specified in our order, the order date, the company name of supplier and our item number, all clearly highlighted.
- (4) Invoices must be made out in EUR, payments will be made in EUR only, unless agreed otherwise. For each bank account, the supplier shall provide the correct IBAN and BIC codes, as well as its VAT identification number.
- (5) Payments shall be made as agreed by contract – in the absence of any agreement within 14 days of delivery and receipt of the invoice with a settlement discount of 3%, otherwise within 60 days strictly net. Payment can also take the form of offsetting against claims to which we are entitled against the supplier or companies legally affiliated to the supplier.
- (6) The supplier shall not be entitled to assign or otherwise dispose of its claims wholly or partly against us without our prior written consent.
- (7) We shall be entitled to exercise statutory setoff and retention rights.
- (8) The statutory regulations shall apply in the event of default on payment.

8. Liability for defects/warranty

- (1) The supplier owes defect-free deliveries and services. These must be free from material defects and defects of title, must comply with state-of-the-art technology, the relevant laws, protection and accident-prevention regulations as well as with the customary and technical quality assurance standards (e.g. CE marking, DIN, ISO, VDE, IEC, BDI, TÜV).
- (2) Unless stipulated otherwise in this clause 8, the supplier shall be liable according to the applicable statutory provisions, in particular for defects of the delivery and the fitness for the agreed use or such fitness for a particular purpose or use by us or our customers which is known or should have been known to supplier, and this liability shall not be limited or excluded, neither in cause nor amount, and shall also indemnify and hold us harmless from and against any third party's claims to the same extent. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. In the case of goods with digital content, the supplier shall be obliged to provide and update the digital content in any case to the extent that this results from a specification agreement or any other manufacturer's product description, in particular on its website, in advertising or on the product label.

Furthermore, the supplier hereby assigns to us any and all transferrable warranty and guarantee rights related to the deliveries or parts thereof which have been provided or granted to supplier by its sub-suppliers.

- (3) In principle we shall be entitled to choose the type of subsequent performance. The supplier may however refuse the type of subsequent performance chosen by us if the costs resulting from that type of subsequent performance were unreasonably high.
- (4) If the supplier fails to remedy the defect promptly upon our request, we shall - in urgent cases, in particular to avert imminent danger or to mitigate damages - have the right to remedy the defect ourselves at the supplier's cost or have this done by a third party without having to grant a period of grace in advance.
- (5) Claims for defects shall become time-barred 36 months after the sale of the final product to the consumer, but no later than 48 months after receipt of the delivery by us, unless agreed otherwise or unless mandatory statutory provisions provide for extended limitation periods.

In case of claims resulting from contracts for services and works, claims for defects shall become time-barred 36 months after the written final acceptance. This shall not apply to deliveries that, consistent with their common application, are used in buildings and have caused the building's defectiveness, in that case claims will lapse after five (5) years. Our additional statutory rights under the applicable law shall remain unaffected by this provision.

- (6) We will inspect the delivered goods based on the accompanying documents in respect of quality and quantity as well as for visible transport damage. Defects in the delivery will be notified to the supplier

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once we discover them in the ordinary course of our business, within an appropriate time of at least five (5) working days following the detection. Under these circumstances, the supplier hereby waives the objection of delayed notification of defects (Sec. 377 German Commercial Code (HGB)).

- (7) In addition, the supplier shall indemnify us from any third-party claims related to deficiencies in title. For deficiencies in title, including indemnification claims pursuant to sentence 1, a limitation period of ten (10) years shall apply.
- (8) If and insofar as negotiations are pending between the supplier and us regarding our notification of defects, the limitation period for claims based on defects (liability) shall be suspended.
- (9) If a defective delivery necessitates extra work in the incoming inspection process, the supplier shall bear the resulting costs.

9. Product liability and insurance

- (1) The supplier is responsible for all claims asserted by third parties as a result of damage to persons or property attributable to defective products delivered by it, and is obliged to indemnify us against the liability resulting from this. The indemnification obligation shall not apply if the claim is based exclusively on grossly negligent or intentional breach of duty which we are responsible for.
- (2) If we are obliged to carry out a recall action as a result of a defect to a product delivered by the supplier, the supplier shall bear all costs associated with the recall action. This claim applies irrespective of any fault by the supplier. Irrespective of this, we can assert damages against the supplier. Irrespective of this, we can assert damages against the supplier.
- (3) The supplier shall maintain a product liability insurance (including coverage for extended public- and product liability and recall costs) with a coverage of at least EUR 5,000,000.00 (EUR five million) in total per claim for personal, property or product-related damages; however, our claims shall not be limited to the covered amount. Supplier shall immediately provide a certificate of insurance documenting such coverage.

10. Confidentiality and documents

- (1) The supplier shall treat any information including, but not limited to, formulas, drawings, models, tools, technical records, procedural methods, software and other technical and commercial knowhow made available by us or acquired through us, as well as any related work results and the fact that the parties have entered into a contractual relationship (hereinafter "confidential information") strictly confidential towards third parties. The supplier may only use the confidential information in its own business for purposes of performing deliveries to us and may only make it available to such persons who need to have access to it in connection with our business relation and are bound by a respective confidentiality obligation. This provision shall apply beyond the duration of our business relation if and to the extent the supplier is unable to prove that the confidential information was known to him or was in the public domain already at the time.

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- (2) We retain title to any documents (e.g. drawings, figures, test specifications, samples, models etc. made available by us to the supplier in the course of the business relation, they shall be returned to us or destroyed at the supplier's cost upon our request at any time, but no later than upon termination of the business relationship (including any copies, extracts and replicas). The supplier does not have any right of retention in relation to confidential information. Unless otherwise agreed in writing, the supplier is not entitled to use our products and/or business relationships for advertising purposes.
- (3) Products, samples of all kinds, which are manufactured according to documents or drawings designed by us, may neither be used by the supplier himself nor offered or made accessible to third parties. The supplier shall store them for us free of charge and shall insure them adequately against loss and damage.
- (4) We retain all rights to new developments originating from us, in particular in the event of creation of copyright, patentable innovations or utility models.
- (5) The Supplier shall keep the tools, owned by us and provided to it exclusively for use, correctly in the same way as its own property and separate from other items. Following ending of the business relationship, it must return the tools to us immediately on request, subject to exclusion of a right of retention.
- (6) The supplier shall impose corresponding obligations in accordance with this clause 10 on its subcontractors.

11. Industrial property rights, exemption

- (1) The supplier warrants that the designated use of the delivered goods will not infringe any third-party property rights through us and third parties (e.g. our customers) and that the delivered goods may be used within the EU, in the territory of the EFTA and NAFTA states and the United Kingdom without infringing any third party property rights.
- (2) The supplier is obliged to indemnify and hold harmless from all claims made against us by third parties due to the infringement of industrial property rights in connection with the intended use of the goods and to reimburse us for all necessary expenses in connection with this claim. This claim is effective notwithstanding of any fault on the supplier's part.
- (3) The supplier is not entitled to use our trademarks, logos and/or other marks or our company name to refer to us as a reference without our prior written consent, which may be freely revoked at any time.

12. Employee protection

- (1) The supplier hereby warrants that, in so far as applicable to it, it shall comply fully with the regulations of the Law on the Posting of Workers (AEntG), of the Minimum Wage Act (MiLoG) as well as of the Code of Social Law -Fourth and Seventh Book (SGB IV and SGB VII)- , in particular that it shall pay its employees the minimum wage and, in so far as it is obliged to do so, pay the contributions to the holiday fund correctly, and comply correctly with its obligations to pay the overall social insurance and accident insurance contributions.

- (2) The supplier shall indemnify us against all claims, asserted against us and based on violation by the supplier of the above obligations under the guarantor liability as per Section 14 AEntG, under Section 13 MiLoG in conjunction with Section 14 AEntG, under Section 28e SGB IV and under Section 150 Subsection 3 GB VII.
- (3) The supplier must satisfy itself that the subcontractors or hirers-out appointed by it also comply with these statutory obligations and shall also indemnify us against violations by its subcontractors or hirers-out under the guarantor liability applicable to us as per Section 14 AEntG, under Section 13 MiLoG in conjunction with Section 14 AEntG, under Section 28e SGB IV and under Section 150 Subsection 3 SGB VII.
- (4) Upon our request, the supplier must immediately provide us with evidence of compliance with the above obligations. It must also impose this obligation to provide evidence on its subcontractors and hirers-out.

13. Compliance, social responsibility and sustainability

- (1) The supplier will commit to and comply with international standards and initiatives like UN Global Compact, international labour standards (ILO), and other applicable national and international laws and regulations, in particular laws on prevention of human rights violations in supply chains and minimum wage acts, and the supplier will ensure to impose the same obligations to the persons and entities of its subcontractor chain.
- (2) The supplier will comply with all applicable laws relating to anti-bribery and anti-corruption (including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977). The supplier shall maintain adequate policies and procedures designed to ensure such compliance by itself, its personnel and its subcontractors.
- (3) The supplier will reply to any request related to compliance, social responsibility and sustainability in the subcontractor chain without undue delay and in the requested form. In addition, in case of actual or potential violations against the obligations under this clause 13, the supplier will investigate the violations and inform us without undue delay of the investigations and disclose to us the subcontractor chain upon request. In case of actual violations, the supplier shall inform us immediately about all measures taken in order to avoid any future violations.
- (4) We reserve the right to audit supplier's compliance with the obligations in this clause 13 at any time during regular business hours. We will give the supplier reasonable notice of the intention to perform an audit and procure that our representatives and nominees conducting the audit use reasonable efforts to minimize any disruption to supplier's business caused by the performance of the audit.
- (5) In case of material violations of law or regulations or non-compliance with this clause 13 we reserve the right to withdraw from any contracts or terminate any contracts with immediate effect.

14. Code of Conduct

The supplier shall comply with the IBC Supplier Code of Conduct and also impose compliance on its subcontractors. The current version can be found here: [IBC SOLAR - Code of conduct](#).

15. REACH-VO, RoHS, POP, BattG, Export Control, Conflict Minerals Rules, ElektroG

- (1) The supplier acknowledges that we, as a manufacturer of products and items, are considered as a downstream user within the meaning of the European Chemicals Regulation No. 1907/2006 ("REACH") and warrants to comply with all REACH obligations, in particular those governing the sale, processing or trading of goods within the EU, including (a) to perform any legally required pre-registration, registration or authorization of chemical substances or preparations, (b) to implement internal organizational measures to document compliance with REACH, (c) to ensure that any use(s) of chemicals or preparations in the products (including packaging materials), which we or any of our customers have specified or notified to the supplier, is covered by the respective pre-registration, registration or authorisation, (d) to inform us without undue delay if a pre-registered substance or preparation will not or cannot be finally registered or authorized within the respective transition period and (e) not to sell or deliver any product containing prohibited Substances of Very High Concern (SVHC) ((a) to (e) together "REACH Warranties"). The supplier acknowledges that any breach of a REACH Warranty will generally result in a defect of the respective substance, preparation or other product or item under the applicable law and agrees to indemnify us against any claims, liabilities, expenses and damages caused by the supplier as a result of breaching the aforesaid REACH Warranties and will support us in our legal defence against such claims at supplier's cost.
- (2) The supplier undertakes not to deliver any goods which, contrary to REGULATION (EU) 2019/1021 of 20 June 2019 on persistent organic pollutants (POP Regulation), contain or release prohibited or restricted substances within the meaning of Annex I and II.
- (3) The supplier is obliged to pre-register all products which are subject to registration under the Act on the Sale, Return and Environmentally Compliant Disposal of Batteries and Accumulators (BattG) and the relevant implementing directives- as amended from time to time. It also assumes compliance with the relevant information and labelling obligations if it is a manufacturer or importer in accordance with the statutory provisions.
- (4) The supplier warrants that its delivery and its use neither violates industrial property rights or other rights of third parties nor infringes legal or official regulations of any kind. The environmental standard ISO 14001 shall be complied with.
- (5) The supplier undertakes to provide a so-called proof of origin for the products, i.e. the supplier shall provide us free of charge with the required declarations of origin in terms of commercial and preferential law in a timely manner, and shall also notify any change of origin without undue delay and without request. The supplier may have to prove its declarations of the products' origin by means of an information sheet certified by its competent customs office. If the supplier fails to fulfil this obligation, it shall be liable for any resulting damage and commercial disadvantages.
- (6) The supplier is obliged to proof all deliveries and services sold to us in accordance with the rules of the Federal Office of Economics and Export Control (BAFA) for their possible classification as "Dual Use Goods" and to notify us of the result in writing without delay and free of charge upon request. In addition

to stating the Customs Tariff number, this also includes the result of a check by means of the BAFA Recoding List or by means of the Electronic Customs Tariff (EZT).

- (7) If the supplier is based outside the European Union, it shall appoint, at its own expense, a representative based within the European Union to fulfil the obligations under the REACH-Regulation and inform us accordingly.
- (8) The supplier guarantees that the goods to be supplied by it fully comply with the requirements under Directive 2011/65/EU (RoHS) - as amended from time to time.
- (9) The supplier is obliged to comply with the provisions on conflict minerals set out in Section 1502 of the Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") as well as with the provisions of the EU Regulation concerning supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores and gold from conflict and high risk areas (Regulation (EU) 2017/821). If conflict minerals are required in the context of the production or for the function of the goods delivered by the supplier, their origin must be disclosed. Upon request, the supplier shall provide us with the documentation required under the Dodd-Frank Act or Regulation (EU) 2017/821 regarding the use and origin of conflict minerals in full and without delay.

Suppliers of raw materials and goods containing cobalt will provide the origin of cobalt in their supply chain upon request. In addition, the supplier will provide relevant information on other relevant minerals and metals upon request. In this context, the supplier is obliged to comply with the OECD Due Diligence Guidance for Responsible Supply Chains for Minerals from Conflict-Affected and High-Risk Areas and to anchor it accordingly in its supply chain. The current version can be found here: <https://www.oecd.org/corporate/mne/mining.htm>.

- (10) The supplier warrants to comply with the Act on Placing Electrical and Electronic Equipment on the Market, their Take Back and Environmentally Friendly Disposal of (ElektroG) provisions including DIRECTIVE 2012/19/EU on Waste Electrical and Electronic Equipment (WEEE) as amended from time to time, in particular to carry out the registration required in accordance with § 6 ElektroG and to fulfil the obligations resulting therefrom for us and - insofar as these are transferable - to support us in fulfilling them. The supplier undertakes free of charge for us and insofar as required, to affix the manufacturer's identification pursuant to Section 9 (1) ElektroG on the contractual product in accordance with our specifications and to label the respective contractual product with the symbol pursuant to Section 9 (2) ElektroG in conjunction with Annex 3 of ElektroG in accordance with our specifications ("Crossed-out dustbin").

16. Applicable law and place of jurisdiction

- (1) The business relationship with the supplier shall be exclusively governed by the laws of Germany, excluding its rules of private international law, the UN Convention on the International Sale of Goods (C.I.S.G.) and other bilateral or multilateral conventions on the harmonisation of law on the international sale of goods.

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- (2) For all claims resulting from our business relation with the supplier, in particular the contract or its validity, the exclusive place of jurisdiction shall be Coburg, Germany. This shall also apply to disputes concerning the formation and validity of a contractual relationship. We may, however, also have the option to sue the supplier in any other general or special legal venue.
- (3) If the supplier's place of business is located outside of Germany, we shall be entitled to have all disputes arising out of, or in connection with our business relationship with the supplier, including disputes about the validity of contracts, finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Frankfurt a. M., Germany. Upon request, we shall exercise our right to choose arbitration before proceedings are initiated. The arbitration proceedings shall be conducted in German, unless the supplier requests them to be held in English.

17. Severability clause

Should one or more clauses in the present GTP be or become ineffective, the effectiveness of all other provisions or agreements shall not be affected. Rather, the respective statutory regulation shall apply that corresponds as closely as possible economically to the ineffective provision. The same shall apply in the event of a loophole in the regulations.

This is a convenience translation of our German General Terms & Conditions of Purchase (Allgemeine Einkaufsbedingungen). In case of discrepancies between the German and the English version, the German version shall prevail.