

General Terms and Conditions for the Purchase of Goods, Parts and Equipment by Solayer GmbH

1. Scope

These general terms for the Purchase of Goods, Equipment and Services („GT“) shall exclusively apply for all commercial and business relationships and ordering for SOLAYER as well as members of the SOLAYER and the Supplier. Supplier's terms of business shall not apply in any case only become effective, if such has been confirmed in writing by SOLAYER. Any acceptance of goods or other services, payment shall not be construed as SOLAYER's acceptance of such Supplier general terms or terms of order confirmation.

2. Order Processing

Any order, order confirmation or quote as well as any amendment or alterations have to be in writing, like facsimile or email. In the case of any supplier's notification, or acting or other legal remedy, SOLAYER has to confirm the receipt in writing.

SOLAYER is entitled to withdraw its purchase order or other request for offer, if such has not been entirely confirmed by Supplier within a period of 2 (two) weeks by order confirmation. Any ordering or amendment or alteration, orally or verbally, shall be valid only if confirmed in writing by SOLAYER.

Supplier shall not act through, delegate or subcontract any part of performance by a third party or deliver directly to a third party without the prior written permission of SOLAYER.

Quality agreements or arrangements are an integral part of these GT and the respective order processing, without referencing to such GT.

Supplier is aware that the technical as well as regulatory requirements of its performance may impact also SOLAYER acting forward its customers, and Supplier will at any time support and assist in all issues and aspects regarding such requirements and properly inform SOLAYER hereof.

3. Amendments / Change Order Request

SOLAYER is entitled to request for alteration or changes of the scope of performance, as far as such request is commercially feasible for the Supplier and does not create any severe conflicts. Following such request Supplier will propose the respective terms and conditions for such update, reflecting any efforts undertaken as well as any possible impact for any given timeline. Supplier will reply with a period of 8 (eight) days following such request by submitting a respective budgetary quote containing such terms and amended scope of performance. Such change order shall be deemed to be concluded following SOLAYER's written confirmation.

This procedure shall not apply in any case that such amendment is necessary to achieve the technical purpose of the order in subject, which technical scope has been defined incompletely, inconsistent or not correctly by the Supplier. In such a case Supplier is obliged to cure such default as soon as possible. SOLAYER further claims for remedy shall not be affected.

4. Know-How

Any commercial exploitation or other usage outside the scope of the respective business relationship for any customised parts, equipment of goods, consisting of SOLAYER's know-how or specifications is restricted and only allowed upon SOLAYER's prior written approval. Any goods, parts or equipment rendered by using SOLAYER's know-how, documents, information or other materials, shall be deemed to be manufactured for SOLAYER only, and not be used for any other purposes or third party.

Any title, right or interest in any improvement, results or finding, generated during the course of the order or business relationship, shall be vested exclusively in SOLAYER, and SOLAYER shall be entitled to use and exploit such improvements, results or findings without any restrictions. No further royalty or other license is necessary for SOLAYER to pursue such exploitation. Moreover, SOLAYER is also entitled to duplicate, copy or otherwise disclose, alter or use such deliverables, as the case may be.

All materials, documents, information, drawings and specifications as well as all embodied know-how disclosed by SOLAYER to the Supplier has to be kept in strict confidentiality by the Supplier and to be returned following the completion of the order or upon request including all copies. The confidentiality obligation shall survive any expiration or termination of the order or agreement in subject.

5. Delivery Terms

All agreed delivery terms are legally binding without any grace period due to the SOLAYER's customer business, which demands for restrictive timelines. Such delivery timeline will be met by the delivery of the goods, parts or equipment to the designated place of delivery as agreed upon in the order. A „Ready for Dispatch Note“ has to be sent out by Supplier at least 5 (five) business days prior to the indicated delivery date. In any other case of an Incoterm condition other than DDP, DDU or DAP, Supplier has to dispatch the goods, parts or equipment for the designated carrier. Supplier has to coordinate and comply with conditions and requirements of the pick-up by the designated carrier.

6. Default of Delivery or Performance

In the case Supplier is aware that he will not be able to match the delivery terms or specifications or he will comply only partially to such terms, supplier immediately has to inform SOLAYER by indicating the grounds thereof, the new estimated timeline, any additional efforts as well as any proposal how to cure or remedy the default in subject.

In the case of any partial delivery, or early delivery, SOLAYER is entitled, upon its own discretion, to reject any such delivery or temporarily store the goods, parts or equipment, which cost and risk shall be borne by the Supplier.

In the case of any default of delivery timeline, and as far as not otherwise mentioned within these GT or in the respective order, SOLAYER's rights and remedies shall be subject to applicable law, including but not limited termination and claim for damages. Moreover, claim and damages shall also comprise any penalty or liquidated damages resulting out of any of SOLAYER's customer business, whereas such penalty or liquidated damages have been caused by the Supplier's default of delivery. SOLAYER is entitled to enforce such penalty or liquidated damages and to

claim for versus the Supplier on a pro-rata base in respect of the relevant part and value of the delivery in default as well as the delay and default of the customer's project.

7. Transfer of Risk of Loss

As far as not otherwise mentioned, DDP Incoterm 2010 shall apply for all deliveries, and delivery shall be performed at the place and under the conditions as listed in the respective order. Risk of Loss will be governed by DDP Incoterm 2010, as far as no acceptance procedure has been agreed upon or is necessary due to the nature of the goods, parts or equipment ordered. Any delivery, which is subject to any installation, erection or operation procedure is to be delivered and prepared for acceptance by the Supplier procedure at the place and terms indicated in the order or as directed by SOLAYER.

Transfer of risk of loss will occur upon written notice by SOLAYER that acceptance procedure has been passed successfully. Acceptance procedure shall be in line with the acceptance criteria as listed in the respective order. If any acceptance will occur or deemed to be reasonably to occur within the final customer acceptance procedure, SOLAYER may agree on a preliminary partial acceptance versus the Supplier, provided that in the case that any final acceptance will fail also caused by Supplier default or if such default will appear among such final acceptance procedure, SOLAYER shall have all contractual remedies and claims, also such claim for re-delivery, but not limited to. Any operation by SOLAYER or its customer will not constitute an acceptance if such operation will be a necessary pre-requisite of any customer project requirement or final acceptance procedure. In such a case parties will in good faith agree on preliminary acceptance conditions

8. Packaging/Delivery Terms/Documents

All goods, parts or equipment are to be shipped in line with the respective packaging requirements and markings. Supplier has to mark and indicate each part of delivery with the respective information and hints like date of packing, weight and category no.) as well as details of the content, documents, and freight information (product no., Supplier's information, contact person, destination). Supplier will be responsible for the proper return and disposal

of the packaging material in compliance with the applicable laws and regulations. SOLAYER is not responsible for any delay of payment due to an incompleteness or default in the delivery of the freight documentation.

Safety data sheets, manuals, storage and installation conditions are also interpreted without any additional costs in any other language as requested by SOLAYER and as mentioned in the order. This shall also apply for documentation necessary for maintenance and support. SOLAYER is entitled to copy such manuals and documentation for its purposes, especially for its customer business.

9. Prices and Payment Terms

In return for the proper fulfillment of the order SOLAYER will pay the prices as laid down in such order. All prices are deemed to be fix and not being subject to any decrease. Prices are net, and VAT will be applicable and has to be indicated separately.

Invoices have to contain all necessary information, which are mandatory for SOLAYER to comply with the accounting requirements and revision. Payment will fall due, following the fulfillment of the respective order by final acceptance or delivery, as the case may be, as well as the receipt of an appropriate invoice. Payment will not fall due in any case of an early or partial delivery, in such a case the date of payment shall be date of agreed delivery as mentioned in the order.

SOLAYER's right to deduct or set-off versus payment will remain unaffected. Supplier's right to retention based on counter claims only shall apply in the case that such right has been lawfully enforced by court.

Ownership shall transfer to SOLAYER following the payment of the respective invoice, in the case that an acceptance procedure will apply, ownership will vest in SOLAYER, following the accomplishment of such acceptance. Supplier is not entitled to assign its right for payment to a third party (also for security purposes), before such transfer of ownership to SOLAYER has been occurred and only with prior written approval by SOLAYER.

10. Spare Parts

Supplier hereby guarantees the availability for all spare parts necessary for the proper operation of the goods, parts and equipment for a period of 5 (five)

years and that such spare will be in an appropriate condition.

11. Suspension / Termination

SOLAYER is entitled to terminate any pending or current order, if Supplier has failed to match any delivery date and/or such late delivery will not be acceptable to SOLAYER due to business reason. This shall also apply, if it is reasonably foreseen, that Supplier will mismatch the agreed delivery date, or if Supplier's financial situation is severe, so that any delivery by Supplier might be affected or uncertain.

In the case SOLAYER has to engage a third party in order to step in the current part of delivery or SOLAYER takes over this part by itself, Supplier shall bear all costs and efforts caused by such alternate ordering. This shall also apply if such late or mismatched delivery will cause and penalties in SOLAYER's customer business.

12. Warranty

As far as not otherwise mentioned, warranty shall be governed by the applicable laws and regulations. Supplier hereby warrants that all goods, parts, equipment or other service or performances will be in line with the applicable specifications and other agreed criteria, and moreover, that they will fit for the purpose and requirements of SOLAYER

SOLAYER will undertake a visual inspection for obvious defects common for such incoming inspection. SOLAYER will immediately inform Supplier, in the case of any deficiencies. Any other hidden defaults have to be indicated by SOLAYER immediately after being revealed. Such inspection will not apply if a final acceptance or acceptance procedure will be carried out.

If Supplier fails to perform properly any re-delivery or to cure any default, SOLAYER is entitled, after a reasonable grace period, such remedy such default by a third party or by itself. SOLAYER is also entitled to demand for an adequate advance payment by Supplier as well to be reimbursed for all efforts and extra costs. If such re-delivery or remedy will fail or will not be acceptable for SOLAYER due to restrictive timelines or other business reasons that may have a severe impact on SOLAYER's business, then such a grace period is not necessary. In such a case, Supplier has to be informed by SOLAYER about such step in measures.

Supplier has to bear all costs and effort caused by an investigation, examination or rectification, raised by any alleged warranty claim or defect, also if such defect or warranty claim is finally not attributable to the Supplier.

If SOLAYER has to grant a separate warranty to its final customers, then SOLAYER shall be entitled a) to forward or assign the given warranty by the Supplier and to enforce such in the name and on behalf of its final customer, or b) to demand for a warranty extension or to claim for warranty, also after the expiration of the respective warranty period. Such rights have to be enforced within 6 (six) months forward from the date of the final customer warranty, in order to stop any statutory limitation of Supplier's warranties period. Any warranty period will expire at the earliest 6 (six) months following the expiration of the respective warranty period by and between SOLAYER and its final customer.

13. Liabilities

Supplier and their representative agents, and employees are liable in line with the applicable law.

Supplier has to indemnify and hold harmless SOLAYER from all third party claims or alleged claims (SOLAYER customers, but not limited to.) Supplier also shall bear all costs and efforts for any measures or recall done by SOLAYER and caused by any default or alleged default of Supplier's duties. SOLAYER will inform Supplier about the scope and content of any recall measure and will grant Supplier an opportunity for a response or comment. Further claims and remedies of SOLAYER shall remain unaffected. Furthermore, Supplier has to be insured by an appropriate general business insurance covering all potential damages and harms resulting from Supplier's business.

14. Compliance, Export Control, Customs

Supplier is obliged to inform SOLAYER in writing about any regulatory restrictions that might be applicable for any of Supplier's export of parts, goods or equipment subject to the respective compliance regulations in EU, US or other customs compliance restriction that might be relevant.

Supplier has also to inform SOLAYER about any change in any of such compliance restrictions or legislations, prior to the export of such goods, parts or equipment.

Supplier has to be compliant with all requirements, legal conditions, as well as regulatory restrictions applicable in territory of destination as well as among the entire stream of export for all of its goods, parts and equipment, especially transport, packaging, storage, labeling, disposal and recycling.

Supplier has to provide to SOLAYER all necessary information and documents (material data safety sheet). Upon request by SOLAYER, Supplier has to provide a CE-conformity certificate for its goods, parts or equipment and to mark it respectively with CE logo.

Supplier is obliged to be all times in compliance with all regulatory and mandatory requirements for health, safety and environmental protection. Supplier has to bind its subcontractor also up to such requirements by written statement and has to submit such to SOLAYER upon request. Moreover, Supplier will cooperate with SOLAYER to establish an ESH Compliance System, also for the benefit of SOLAYER's customers.

15. Force Majeure

Any act of god, strikes, labor riots, mandatory act by government, war, as well as events beyond parties reasonable control, shall relieve party from as long as such event will impact party's obligation, which also apply if such party is currently in a default of delivery or other obligations. Parties are obliged to inform each other about such event of force majeure and to mitigate and damage or further impact by adjusting any timeline and order conditions.

16. Miscellaneous

If at any time the whole or part of any provision of this GT is ruled to be or become invalid, void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed to be omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this GT shall not in any way be affected or impaired as a result of that omission.

Failure or postponement to perform any of Party's rights shall not be deemed to a Party's waiver or construed to be such a waiver to execute or enforce such

right or claims.

Any assignment of rights and obligations by the Supplier to a third party resulting out of the business relationship with SOLAYER shall only be allowed following SOLAYER prior written approval.

The laws of Germany shall exclusively govern the GT as well as the business relationship covered with this GT. Place of jurisdiction shall be Dresden, Germany, at the choice of SOLAYER also the place of the local competent court of Suppliers site and premises. The CISG is excluded.