

General Terms and Conditions of Purchase (Status: November 2019)

1. Scope of application

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as the "**Purchase Conditions**") apply not only to the current contract but also to all future contracts of CTF Solar GmbH (hereinafter referred to as "**CTF**") with the Supplier (hereinafter referred to as "**Supplier**") about the provision of deliveries and services. All deliveries and services, including proposals, consultations and other ancillary services (hereinafter referred to as "**Deliveries**") are based on these purchase conditions.
- 1.2. These purchase conditions apply exclusively. General business and sales conditions of the Supplier or third parties which deviate from these Purchase Conditions or the legal provisions shall not apply, unless CTF has expressly agreed to their validity in writing. This applies particularly when CTF does not expressly object to such general business and sales conditions or accepts deliveries without reservation or makes payments. Individual agreements in the corresponding contract shall take precedence over the purchase conditions.

2. Conclusion of contract, formal requirements

- 2.1. Only orders which were issued in writing from CTF are binding. Verbal agreements before conclusion of contract are only binding if they are confirmed in writing by CTF. This written form requirement shall not affect any subsequent verbal agreements.
- 2.2. If there is not a binding offer from the Supplier before the order of CTF, CTF shall be entitled to cancel the order if CTF does not receive the order confirmation of the Supplier within five (5) banking days after receipt of the order. Deviations including limits and additions should be particularly emphasized by the Supplier in the order confirmation. Such deviations and additions become binding only with the written counter confirmation of CTF.
- 2.3. The creation of estimates and the preparation of offers, including the delivery of related plans, samples or models, are – without

explicit agreement to the contrary –shall not be compensated by CTF.

- 2.4. Offers of the supplier are binding declarations of intent, unless otherwise stated therein. CTF may accept an offer from a Supplier to conclude a contract by placing a written order until the expiration of two (2) weeks from the date of submission, unless the Supplier determines a longer acceptance period. Until the end of this period (offer validity), the Supplier cannot revoke its offer. The silence of CTF does not establish any reliance on a conclusion of a contract. If CTF's order is received late by the Supplier, it shall notify CTF of this immediately.
- 2.5. Insofar as a written form requirement is stipulated in these Purchase Conditions or in the other parts of the contract, text form (including fax and e-mail) is sufficient to comply with the written form.

3. Prices, payment conditions

- 3.1. The agreed prices are binding and are "Delivered Duty Paid" DDP (Incoterms® 2010), plus statutory sales tax in the amount valid at the time of delivery and including all ancillary costs, in particular packaging, unloading, insurance, storage, freight, customs duties, taxes and assembly costs.
- 3.2. Only after full receipt of deliveries by CTF and a proper and verifiable invoice within 30 days, is the payment claim of the supplier due for payment without prejudice to further legal requirements. If payment is made within 14 days, CTF is entitled to deduct a 3% discount. For the timeliness of the payment, it is sufficient to receive a transfer order at the Bank of CTF. Bank charges and expenses are borne by the Supplier.
- 3.3. All invoices of the Supplier must – without prejudice to any legal requirements, which must be complied with in any case – contain the following minimum information: purchase order number, order number, CTF article per single item, quantity, customs tariff code (HS System), country of origin, tax identification number of the Supplier. The original invoice must be sent to CTF Solar GmbH,

General Terms and Conditions of Purchase (Status: November 2019)

Industriestrasse 2, 65779 Kelkheim, Germany, and the original invoice must be sent in advance in PDF format to accounting@ctf-solar.com. Access to the original invoice is crucial.

- 3.4. Payments do not justify the acceptance of deliveries or the acknowledgment of billing or deliveries as faultless and / or timely.
- 3.5. The assignment of all claims of the Supplier to CTF from and in connection with the contractual relationship requires the prior written consent of CTF. § 354a of the German Commercial Code (HGB) remains unaffected.
- 3.6. Supplier may only set off against claims that (i) are undisputed between the Supplier and CTF, (ii) are legally established or (iii) are in reciprocal relationship with the claim of CTF. The above sentence shall apply accordingly to any right of retention of the Supplier.
- 3.7. The Supplier shall be obliged to make advance payments for the security deposit to be effected by CTF, if after the conclusion of the contract, circumstances become apparent, according to which a claim of CTF would be compromised due to Supplier's inability to perform, in particular in the case of the cessation of payment by the Supplier, an application for insolvency proceedings relating to the assets of the Supplier or compulsory enforcement measures. If a reasonable time limit set by CTF has expired fruitlessly, CTF may rescind or terminate the Agreement. Further contractual and legal claims and rights of CTF remain unaffected.

4. Delivery dates

- 4.1. Agreed delivery dates and time limits for deliveries (hereinafter referred to as "**Delivery dates**") are binding.
- 4.2. The Supplier must inform CTF immediately in writing about the reasons and expected duration of the delay, as soon as it identifies circumstances that endanger a proper timely delivery. CTF is entitled to demand from the Supplier a partial delivery without additional transport costs, as far as this can reduce the

extent of any delivery delays, unless such a partial delivery is unreasonable to the Supplier. The obligation of the Supplier to deliver on the delivery dates remains unaffected.

- 4.3. If the Supplier does not deliver or defaults, CTF shall be entitled to the legal claims and rights without limitation. In addition, in the event of delay of the Supplier - without prejudice to CTF's other rights due to the delay - CTF shall be entitled to claim for each commenced week of the delivery delay a contractual penalty of 0.5% but not exceeding 5.0% of the net contract price of the delayed deliveries. The assertion of further damages due to delay remains unaffected. However, contractual penalties already paid by the Supplier shall be set off. CTF may also assert the penalty even if no reservation is declared when the deliveries are accepted; beyond the final payments of deliveries, however, only if CTF has reserved the right to do so during the final payment.

5. Deliveries, transport, packaging

- 5.1. Without CTF's prior written consent, the Supplier is not entitled to have the deliveries owed by it made by a third party (e.g. a subcontractor). The Supplier shall bear the procurement risk for the deliveries, unless otherwise agreed in the contract (for example, limited stock).
- 5.2. The Supplier is entitled to make partial deliveries only with the consent of CTF.
- 5.3. Unless expressly otherwise agreed in individual cases, the delivery DDP (Incoterms® 2010), including unloading at the respectively agreed destination, shall be at the risk and expense of the Supplier.
- 5.4. The Supplier is obliged to package the deliveries securely for transport and to label the packaging so that the contents of the goods, the number of units, the container / carton no. and the weight (net / gross) are given and this information can be read at a distance of one (1) meter.

General Terms and Conditions of Purchase (Status: November 2019)

- 5.5. If the Supplier uses reusable packaging, this must be loaned to CTF. The return of reusable packaging is at the expense and risk of the Supplier. If CTF, by way of exception, agrees with the assumption of packaging costs, these are to be calculated at the verifiable cost price, but maximum at normal market conditions.
- 5.6. Each delivery must be accompanied by a delivery note in duplicate. All delivery notes and shipping documents must provide the respective purchase order number of CTF, the date of the order and, if available, the item number specified by CTF and the place of delivery. If this information is missing, CTF is entitled to refuse to accept the deliveries.
- 5.7. The Supplier shall provide the proof of origin to CTF with all necessary information and duly signed.

6. Acceptance, transfer of risk, property rights

- 6.1. Deliveries only need to be accepted by CTF if required by law or agreed in the contract (hereinafter referred to as "**Acceptance**").
- 6.2. Unless otherwise agreed, CTF shall declare acceptance within 10 days from notification of the readiness of the deliveries for acceptance, without prejudice to other legal requirements. The trial commissioning or use of deliveries does not per se constitute acceptance.
- 6.3. Partial acceptances are excluded. The examination of interim results as well as the release of partial payments by CTF (for example according to a milestone planning) do not lead to a (partial) acceptance of deliveries. At the request of CTF, a partial acceptance shall only take place if the deliveries would otherwise be definitively withdrawn due to the progressive order execution of a subsequent technical inspection.
- 6.4. In the case of deliveries without installation and assembly, the risk is transferred to CTF upon handover at the contractually agreed place of delivery. In the case of deliveries which also include installation and assembly,

the risk is transferred to CTF upon acceptance of the deliveries or, if CTF is not responsible for acceptance, upon handover after installation and assembly.

- 6.5. CTF acquires title to the deliveries at the time the risk is transferred, unless otherwise agreed. If the Supplier retains ownership of the supplies in violation of the contract, CTF retains the right to unconditional transfer of title even if CTF accepts the deliveries. If CTF agrees with the Supplier on a reservation of title in its favor, this has the effect of a simple reservation of title.

7. Quality assurance, preservation of documents, spare and wear parts

- 7.1. Drawings, calculations, specifications and requirements of CTF shall be checked by the Supplier independently within the scope of its general and specific professional and technical expertise for any errors, contradictions or ambiguities. Any concerns, including those related to the use provided in this contract or intended by CTF, must be reported by the Supplier to CTF immediately so that a mutually acceptable solution can be reached.
- 7.2. The Supplier must demonstrably maintain a well-functioning quality assurance system. The Supplier shall carry out the quality assurance measures including the required documentation on its own responsibility. The Supplier must retain the documentation in accordance with legal and contractual requirements, but at least for 10 years. The Supplier shall allow CTF, upon request, to inspect the documentation and access its operations for quality assurance system review during normal business hours.
- 7.3. Before delivery, the Supplier shall carry out a thorough outgoing goods inspection. Deliveries which have not passed this inspection may not be delivered by the Supplier. The faulty goods shall be clearly and easily identifiable on the packaging units as a failure and sent by the Supplier to quarantine storage.

General Terms and Conditions of Purchase (Status: November 2019)

7.4. The Supplier undertakes to offer CTF any replacement and wear parts for its deliveries for a period of at least 10 years after the delivery at standard market conditions. Unless agreed otherwise and reasonable for the Supplier, the same prices apply to the replacement and wear parts in this period as agreed in the original delivery.

7.5. If the Supplier realizes that it cannot supply replacement parts and wear parts to CTF for 10 years at the conditions specified in clause 7.4, it shall notify CTF immediately, in order to give CTF an opportunity to order replacement and wear parts in a timely manner.

8. Material defects and defects of title

8.1. Deliveries must in all respects correspond to the contractually agreed quality, the applicable laws, in particular the product and environmental protection laws, relevant safety regulations, ordinances and provisions set forth by authorities and trade associations as well as the latest state-of-the-art of science and technology, type and quality consistent with high standards and suitable for the use provided for in the contract, or alternatively for normal use.

8.2. If the deliveries are defective, CTF is entitled to the statutory claims for defects and rights without restriction. In particular, CTF is entitled to demand from the Supplier, at CTF's discretion, elimination of the defect or a fault-free delivery within a reasonable period of time.

8.3. CTF's existing legal obligation for a mutual commercial sale (purchase and work supply contracts) to inspect deliveries after their delivery is limited to the verification of externally identifiable transport damage and deviations in identity and quantity as well as to other obvious defects. In this respect, the Supplier waives the objection of violation of the duty to inspect according to § 377 1 HGB. The notice of defects shall in any case be timely if it is sent by CTF within five (5) working days from the delivery of the deliveries and is subsequently received by the Supplier. For hidden defects, this period runs from their discovery. CTF has no obligations

to investigate or complain beyond those referred to in this Section 8.3.

8.4. CTF is entitled to remedy the defect itself at the Supplier's expense and without prejudice to the Supplier's liability for defects, if there is a risk of default or special urgency. In such a case, CTF shall inform the Supplier - as far as possible and reasonable - about the respective defects and reasons for the self-performance in advance.

8.5. For defects of title, the following additionally applies:

8.5.1. The Supplier warrants that third parties cannot assert any rights, in particular any rights in rem, industrial property rights or copyrights or other restrictions under public law with respect to the deliveries.

8.5.2. If a claim is asserted against CTF by a third party for breach of any intellectual property right or copyright with respect to the deliveries, Supplier shall, without prejudice to any further rights of CTF, at its own expense - at its option - either obtain a right of use to the deliveries; to modify the deliveries in such a way that the property right is not infringed or to exchange the deliveries for new deliveries which do not infringe the property right.

9. Limitation period

9.1. The limitation period for claims for defects is 36 months from the beginning of the statutory limitation period, unless a longer limitation period is provided by law.

9.2. In the case of a supplementary performance by a new delivery or production or repair, the limitation period begins to run again with the delivery of the new delivery or production or completion of the repair work, unless CTF had to assume in accordance with the conduct of the Supplier that the Supplier does not considered itself obligated to carry out the measure, but acted only for reasons of goodwill. This does not apply if acceptance is required for the new delivery or production or repair. In this case, the limitation period begins once again with the acceptance.

General Terms and Conditions of Purchase (Status: November 2019)

9.3. A notice of defects filed by CTF within the limitation period shall limit the limitation period until there is agreement between CTF and the Supplier regarding the elimination of the defect and any consequences thereof; however, the suspension ceases six (6) months after the final rejection of the notice of defects by the Supplier. The limitation period for claims for defects shall not commence until three (3) months after the end of the suspension at the earliest, but in no case before expiry of the period of limitation according to Item 9.1.

10. Indemnification and insurance

10.1. Without prejudice to any other claims, the Supplier shall indemnify CTF against all claims for damages by third parties due to defective deliveries by the Supplier, in particular those arising from product and producer liability, or due to infringement of industrial property rights in connection with deliveries by the Supplier, to the extent that the Supplier is responsible for the lack of deliveries or infringement of property rights. In this respect, the Supplier is also obliged to reimburse CTF for the costs of a product recall that may be required. CTF shall inform the Supplier - as far as possible and reasonable - about the content and extent of recall measures.

10.2. Without prejudice to other claims of CTF, the Supplier is obliged to maintain extended product liability insurance with appropriate coverage, but at least EUR 5 million per claim.

11. Rights to documents, confidentiality

11.1. If CTF provides the Supplier with illustrations, molds, templates, samples, designs or design proposals, drawings, know-how, calculations or other documents and records (hereinafter "**Documents**"), CTF reserves all proprietary rights and intellectual property rights such as patent, trademark, utility model and design rights and copyrights. The Supplier may only use the documents without the prior written consent of CTF insofar as this is absolutely necessary for the purpose stipulated in the contract.

11.2. The Supplier undertakes to ensure that all technical, operational and business information received in the context of or in connection with a contract for deliveries from CTF or a company affiliated with CTF within the meaning of §§ 15 et seq of the German Stock Corporation Act (AktG), which a prudent merchant would consider confidential, (hereinafter referred to as "**Confidential Information**") for a period of five (5) years beyond the end of each contract and to use it only for the purposes of the contractual relationship with CTF. The Supplier may not disclose Confidential Information to any third party without the prior written consent of CTF, except for any person involved in the contractual relationship who is required to obtain Confidential Information necessary for the execution of the contract, provided that, prior to the disclosure, these persons are subject to confidentiality obligations at least equivalent to those of the Supplier.

11.3. The information in Section 11.2 does not include information that (i) was already verifiably known to the Supplier at the time of disclosure, or subsequently became known through a third party, without violating confidentiality agreements, legal regulations or official orders; (ii) at the time of the disclosure are generally known or later become generally known, unless this is based on a breach of the contract with CTF; and (iii) was independently developed by the Supplier without access to Confidential Information of CTF.

11.4. The Supplier may disclose Confidential Information insofar as it is obliged to do so on the basis of an official or court order or mandatory legal regulations or to the extent necessary to enforce its rights under the contract concluded with CTF. If the Supplier is obliged to disclose Confidential Information, it must notify CTF without delay so that CTF is in a position, if necessary together with the Supplier, to take appropriate steps to safeguard the confidentiality of the Confidential Information to be disclosed. In any case, the Supplier must make reasonable efforts to obtain an assurance of confidential

General Terms and Conditions of Purchase (Status: November 2019)

treatment of the Confidential Information. Confidential information that is disclosed in this way must be marked as "Confidential" or, if applicable, with another corresponding identifier such as "Personal & Confidential" or the like.

12. Export control regulations

12.1. The Supplier and CTF are aware that the deliveries may be subject to export and import restrictions. In particular, authorization requirements may exist or the use of deliveries abroad may be subject to restrictions. The Supplier shall comply with applicable export and import control regulations of Germany, the European Union, Switzerland and the United States of America as well as all other relevant regulations and shall provide CTF as soon as possible with all information needed by CTF to comply with the relevant provisions. Furthermore, the Supplier undertakes to provide timely information on the country of origin and the customs tariff numbers (HS Code) on order confirmations and invoices.

12.2. The fulfillment of the contract by CTF is subject to the proviso that the fulfillment does not conflict with any obstacles due to national and international regulations of export and import law as well as any other legal regulations.

13. Final Provisions

13.1. The Supplier undertakes to comply with the data protection regulations, in particular the General Data Protection Regulation (VO (EU) 2016/679) and the Federal Data Protection Act in its current version, when the contract is initiated and executed. If the Supplier subcontracts parts of its contractual obligations, the Supplier shall ensure by appropriate design of the subcontracts that the subcontractors also comply with the above obligations.

13.2. In case of ineffectiveness of individual provisions of the contract, the remaining provisions remain effective.

13.3. The place of performance for deliveries without installation and assembly is the delivery address specified by CTF. Place of performance for deliveries with installation and assembly is the place where the deliveries are to be set up and assembled. Place of fulfillment for the subsequent performance is the location of the respective deliveries, in case of doubt the delivery address indicated by CTF.

13.4. The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is the registered office of CTF, provided that the supplier is a merchant. However, CTF is entitled to file suit against the Supplier at its general place of jurisdiction or at another competent court.

13.5. For these Purchase Conditions and the legal relationships between CTF and the Supplier from and in connection with the contract, the laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on the International Sale of Goods of 11 April 1980 (UN Purchase Law).

Dresden, November 6, 2019

CTF Solar GmbH