

General Terms and Conditions of Sales and Delivery of Solarius GmbH

1 SCOPE

- 1.1 These general terms and conditions of sales and delivery apply to all offers, deliveries and services of Solarius GmbH (“**Solarius**”) to its customers.
- 1.2 Any conflicting or deviating terms and conditions of the customer shall not be applicable, unless Solarius confirms their application expressly in writing.
- 1.3 The terms and conditions of sales and delivery of Solarius also apply in case Solarius is aware of conflicting or deviating terms and conditions of the customer and delivers or performs without objection.
- 1.4 These terms and conditions of sales and delivery apply to entrepreneurs only (Section 14 German Civil Code).

2 CONCLUSION OF CONTRACT

- 2.1 Customers' orders shall be in writing.
- 2.2 Solarius shall confirm customers' order in writing within reasonable time.
A contract is only concluded upon written confirmation by Solarius, at the latest upon delivery.

3 DELIVERY AND TIME OF DELIVERY

- 3.1 Unless otherwise agreed, delivery shall be CIP place of destination Incoterms 2010.
- 3.2 Delivery times and limits shall be only binding if expressly indicated on the order confirmation.
- 3.3 Solarius shall inform customer without undue delay in writing if circumstances occur or become apparent indicating that the determined time of delivery cannot be met.
- 3.4 Complying with agreed delivery times and limits requires that all commercial

and technical questions are agreed upon between the parties and that customer has complied with his cooperation duties and obligations.

- 3.5 Complying with agreed delivery times and limits is subject to correct and timely self-delivery.
- 3.6 In case of default of delivery customer shall have the rights according to statutory law.

4 PRICES AND TERMS OF PAYMENT

- 4.1 Prices indicated in the order confirmation are binding.
- 4.2 All prices are net prices plus statutory value added tax (VAT). Solarius shall issue an invoice according to the requirements of the German Value Added Tax Code.
- 4.3 Unless otherwise agreed, customer shall pay less discount of [●]% within 14 days after delivery and receipt of invoice or net within 30 days after delivery and receipt of invoice.

5 QUALITY OF THE GOODS

- 5.1 Descriptions in product specifications, offers and the order are quality agreements, unless otherwise stipulated in writing. The delivered goods comply with all recognized rules of technology at the time the offer is issued by Solarius.
- 5.2 The delivered goods shall comply with the requirements of the German Electrical and Electronic Equipment Law, in particular the requirements of directive 2011/65/EU (RoHS-Directive), as well as the CE-labelling obligation according to regulation 765/2008/EC.
- 5.3 Solarius shall meet all requirements according to regulation 1907/2006/EC (REACH-Regulation) to be met by the supplier with regard to the delivery of the goods.

6 ORIGIN OF GOODS

Solarius shall provide customer all necessary declaration regarding the customs of goods within a timely manner. Solarius unrequested shall issue and deliver to customer a valid suppliers' declaration according to applicable law. Upon request Solarius shall provide proof of its information on the origin of goods by way of an information certificate confirmed by customs.

7 RETENTION OF TITLE

- 7.1 Solarius retains title to the goods until receipt of all payments according to the delivery agreement.
- 7.2 As far as customer uses the goods for his own operational business, any resale, pledge or transfer by way of security of the entire goods or parts thereof is prohibited for the time of the retention of title.
- 7.3 In case the customer purchases the goods as retailer for resale, any resale within the ordinary course of business is permitted.
- 7.4 In case of resale of goods subject to retention of title, customer hereby assigns all claims against the purchaser to Solarius and Solarius hereby accepts such assignment. Customer shall be entitled to receive payments for assigned claims until cancelled; Solarius will only cancel such entitlement if customer does not fulfil his payment obligations or if customers financial situation is subject to significant deterioration.
- 7.5 In so far as the above securities exceed the secured claim by more than 10 % Solarius shall have to release such securities.
- 7.6 Customer shall maintain reasonable insurance against fire and water damage

and burglary for the goods subject to retention of title.

Customer shall inform Solarius without undue delay on all enforcement procedures regarding goods subject to retention of title and send copies of all attachment orders and protocols to Solarius. Customer shall make any effort to avoid such enforcement. In case Solarius brings a third-party action against such enforcement according to Section 771 German Code of Civil Procedure, customer shall bear Solarius' court and extra court costs, if the third party is not capable thereof.

8 USE OF SOFTWARE

- 8.1 As far as software is within the scope of delivery, customer shall have the non-exclusive right to use the delivered software including its documentation. The use of the software is only permitted on the determined delivery item. Any other use of the software and any use on more than one system is not permitted.
- 8.2 The customer shall only copy and edit the software within the legally permitted scope (Sections 69 et seq. German Copyright Act). The customer shall not remove or change without Solarius' prior written consent any manufacturer specifications - especially copyright notes.
- 8.3 Solarius or the software supplier remains owner of all other rights regarding the software and documentation including its copies. The customer is not permitted to grant sublicenses.

9 DEFECTS EXAMINATION/DEFECTS LIABILITY

- 9.1 The customer shall examine the goods for defects without undue delay after receipt.

- 9.2 Unless otherwise stipulated below, customer shall have defect rights as provided by statutory law. In case of rectification, Solarius shall rectify by way of repair or additional delivery at its own choice.
- 9.3 Claims for defects shall be time-barred according to statutory law.
- 9.4 Solarius is not liable in particular in the following cases: improper or incorrect use, incorrect installation, calibration or commissioning by customer or third parties, usual wear, incorrect or negligent treatment, incorrect maintenance, inappropriate equipment, inappropriate installation site, chemical, electrochemical or electric influences, provided that Solarius is not responsible.
- 9.5 If customer repairs improperly, Solarius is not liable for any damage resulting thereof. The same applies in case of any changes to the delivered goods without Solarius' consent.
- 9.6 If the use of the delivered goods results in an infringement of intellectual property rights or copyrights in the home country, Solarius at its own costs shall provide the right for further use to the customer or modify the delivered goods in a way which is reasonable for the customer and ceases the infringement of property rights.
In case this is not possible at economical reasonable terms or within a reasonable period of time, customer shall have the right to rescind the contract.
- 9.7 Solarius shall hold customer harmless from any claims of owners of intellectual property rights which are undisputed or determined final by court.
- 9.8 Customers' claims in case of an infringement of intellectual property rights or copy rights presume that
(i) customer informs Solarius without

undue delay on the asserted infringement of intellectual property rights or copyrights,

- (ii) customer supports Solarius at reasonable extent to defend the asserted claims or gives Solarius the possibility of modification according to Section 9.5,
(iii) Any defensive measures including out of court settlements are reserved to Solarius,
(iv) the defect of title is not due to customers' instructions and
(v) the infringement of rights is not due to customers' arbitrary change of the delivered goods or any other non-contractual use.

10 LIABILITY, EXEMPTION, INSURANCE

- 10.1 Solarius shall be liable according to statutory law.
- 10.2 As far as damages are caused in customers' area of responsibility, customer shall hold Solarius harmless from any statutory product liability claims.
- 10.3 Solarius shall maintain a product liability insurance with reasonable coverage and shall provide respective proof upon request.

11 FORCE MAJEURE

In case Solarius is prevented to fulfill its obligations due to an incidence of force majeure - regardless whether occurred with Solarius or its supplier - the time of delivery is extended for the time of the obstruction plus a reasonable preparatory period. Obstructions of transport, interruption of operations, delays in the supply of raw materials, strike, legal lock-out and other collective action as well as all other unpredictable, exceptional circumstances Solarius is not responsible for are equal to force majeure. In case force majeure or

equated circumstances according to sentence 2 complicate or render impossible the delivery or performance and such obstruction is not only temporary, Solarius shall have the right to rescind the contract. In case acceptance of delivery or performance is no longer reasonable for the customer due to the delay, he shall have the right to rescind the contract. Solarius shall inform the customer on force majeure and equated circumstances without undue delay as far as possible.

12 OFFSET, RIGHT OF RETENTION, ASSIGNMENT

- 12.1 Customer has the right to offset with Solarius' claims only with acknowledged claims or claims determined final by court.
- 12.2 Customer has the right of retention only in case of acknowledged claims or claims determined final by court.
- 12.3 Customer shall not assign any claims against Solarius to third parties without Solarius' written consent.

13 CONFIDENTIALITY

Customer shall keep strictly confidential all information provided by Solarius, in particular images, drawings, calculations and other documents. Third parties shall only have access to such information with Solarius' explicit written consent. The obligation of confidentiality continues to apply after the end of the contractual relationship between Solarius and the customer. The obligation of confidentiality expires in case and to the extent as know how included in provided images, drawings, calculations and other documents becomes public knowledge or is proven to have been known by the customer at the time of their provision.

14 DATA PROTECTION

The parties process any personal data regarding the contractual relationship according to the German Federal Data Protection Act and the GDPR.

15 CHOICE OF LAW AND PLACE OF JURISDICTION

- 15.1 The laws of the Federal Republic of Germany shall apply exclusively to these terms and conditions of sales and delivery and the contractual relationship between the customer and Solarius, excluding regulations on conflict of law and the United Nations CISG.
- 15.2 Place of jurisdiction shall be Munich; Solarius shall also be entitled to take action against the customer at customers' general court of jurisdiction.