

General Terms and Conditions of SOLEA GmbH

Section 1 General

- These General Terms and Conditions (hereinafter the **"GTC"**) shall apply to all business relationships of Solea GmbH, Plattling (hereinafter **"Solea"**) with a consumer within the meaning of Section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), an entrepreneur within the meaning of Section 14 BGB, a legal entity under public law or a special fund under public law within the meaning of Section 310(1) sentence 1 BGB (hereinafter the **"Customer"**).
- These GTC, in their current version, shall also apply as a framework agreement to all future business relations with the Customer, without Solea being required to refer to them again in each individual case; the Customer shall be notified of amendments to these GTC in writing and shall be deemed approved unless the Customer objects to such amendment in writing. The Customer shall be informed of this consequence upon notification of the amendments. The Customer must object in writing within six weeks of such notification.
- For construction services within the meaning of the German Construction Contract Procedures Part A (VOB/A), the Construction Contract Procedures Parts B and C (VOB/B and C) shall apply in the versions valid at the time of contract conclusion. In all other respects, Solea's General Terms and Conditions shall apply exclusively.
- Any deviating agreements must be made in writing.
- These General Terms and Conditions apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the customer shall not become part of the contract, even if Solea is aware of them and does not specifically object to their validity in individual cases, unless their validity is expressly agreed to in writing. Silence shall not be deemed consent. This also applies if Solea carries out the delivery and installation or other services without reservation while aware of the customer's deviating terms and conditions.
- In all data processing operations (e.g. collection, processing and transmission), Solea shall act in accordance with the applicable statutory provisions. The personal data transmitted by the Customer shall be stored electronically by Solea. Solea shall be entitled to pass on the data required for the performance of the contract to third parties engaged for the performance of the contract. Further information on the nature, scope, place and purpose of the collection, processing and use of the personal data required for the execution of orders can be found in the privacy policy available at <https://www.solea-gmbh.com/datenschutz/>. To the extent personal data are transferred to and processed by the above-mentioned parties in countries outside the EEA, such transfer and processing shall be carried out in compliance with the applicable legal provisions governing the protection of personal data.

Section 2 Binding Nature of Offers, Conclusion of Contract

- All offers made by Solea are subject to change without notice. A contract with Solea is concluded only upon Solea's written order confirmation. The customer and Solea agree that receipt via fax or as a scanned file in PDF via email is sufficient to satisfy this formal requirement..
- Solea reserves the right to make changes to the design, material selection, specifications, and construction even after the contract has been concluded without prior notice, provided that such changes do not conflict with the binding offer or the customer's specifications, and provided that the subject matter of the contract and its external appearance do not thereby suffer any loss of quality or other unreasonable changes for the customer..
- Solea reserves its unrestricted ownership, copyright, and industrial property rights to all cost estimates, illustrations, drawings, designs, constructions, tools, and other documents (hereinafter "Documents"). The Customer is permitted to use them only within the scope of the contractual purpose. Any use beyond this scope, in particular reproduction, distribution, publication, replication, adaptation, modification, disclosure to third parties, or other commercial use, is not permitted to the Customer.

Section 3 Prices

- Unless otherwise provided in these GTC or expressly agreed otherwise, Solea's prices are quoted net ex works, plus the applicable value added tax and excluding freight and packaging costs. If the products delivered by Solea are to be installed, the aforementioned prices shall apply delivered at place (DAP). Where the Customer is an entrepreneur, a legal entity under public law or a special fund under public law within the meaning of Section 310(1) BGB, the foregoing shall apply only if delivery is to be made more than four months after conclusion of the contract.
- All offers are made with prices subject to change until written order confirmation. Any price increase must be justified by changes in the factors affecting pricing and must be notified to the customer within a reasonable period of time. If the price increases significantly more than the general cost of living, the customer is entitled to withdraw from the contract.
- Solea is bound by the prices stated in the order confirmation for a period of two months from the date of issuance of the order confirmation. After this period expires, Solea reserves the right to adjust prices due to increases in labor and/or material costs at the time of invoicing, unless otherwise agreed..

Section 4 Delivery and/or Performance Deadlines

- Binding delivery and/or performance deadlines must be expressly agreed upon, at a minimum in writing, in accordance with Section 126b of the German Civil Code (BGB) (Textform). Terms such as "approx.", "around", etc., do not constitute binding deadlines but merely indicate the expected delivery and/or performance deadline. Solea reserves the right to rely on correct and timely delivery from its suppliers. In the event of incorrect and/or late delivery to Solea, Solea may withdraw from the contract.
- If a delivery or service deadline within the meaning of Section 1 of this paragraph has expired without delivery or performance, the customer is entitled to withdraw from the contract, unless the delay is not attributable to Solea. This right of withdrawal does not apply if the purchaser's cooperation (in particular as specified in Section 6 of these Terms and Conditions) is necessary to meet deadlines or dates and such cooperation was not provided by the purchaser in a timely manner. In this case, the deadlines are extended by the period of non-performance..

- In the event of force majeure or other unforeseen, extraordinary, and unforeseeable circumstances—such as operational disruptions, strikes, lockouts, shortages of transportation, government intervention, power supply difficulties, etc. —the delivery and/or performance period shall be extended to a reasonable extent if and to the extent that Solea is thereby prevented from fulfilling its obligations on time. If the aforementioned circumstances render the delivery and/or performance impossible or unreasonable, Solea shall be released from its delivery and/or performance obligation. If the delay in delivery and/or performance lasts longer than 2 months, Solea and the customer are entitled to withdraw from the contract. If the delivery and/or performance period is extended or if Solea is released from its delivery and/or performance obligations, the customer may not derive any claims for damages therefrom. Solea shall notify the customer immediately upon the occurrence of any of the aforementioned circumstances.
- The foregoing also applies in the event that such circumstances occur with third parties commissioned by Solea or their subcontractors.

Section 5 Delivery

- If the products delivered by Solea are to be installed, delivery shall be made DAP. Upon delivery of the products to the construction site, the risk of accidental loss and accidental deterioration passes to the Customer.
- In all other cases, shipment shall be effected by Solea at the Customer's risk, even if shipment is carried out by Solea's employees. At the Customer's request and expense, Solea shall take out transport insurance. The Customer shall bear the transport, packaging and, where applicable, insurance costs. Packaging costs shall be charged at cost price.
- If goods ready for shipment or installation cannot be delivered for reasons for which the Customer is responsible (default of acceptance), Solea shall notify the Customer in writing that the goods are ready for delivery.
- Solea's performance shall be deemed called off and thus rendered if 14 days have elapsed since notification of readiness for delivery without the Customer actually calling off the goods. In such case, Solea reserves the right to deliver the goods elsewhere. In the event of default of acceptance, Solea shall, without prejudice to its other rights, be entitled to insure and store the products at the Customer's risk and expense as appropriate. Solea expressly reserves the right to assert any further claims or rights, in particular compensation for all additional costs incurred as a result of the default of acceptance.
- Solea reserves the right to make partial deliveries to a reasonable extent and to invoice such deliveries separately. Each partial quantity shall be deemed a separate transaction and shall have no effect on other transactions or partial quantities.

Section 6 Installation

- If installation is to be performed by Solea, the Customer shall ensure that the following conditions for proper installation are met:
 - The Customer shall grant Solea and the third parties commissioned by Solea unrestricted access to the installation site to the extent necessary for the performance of the contractually agreed services. Any delay in installation resulting from a restriction of unhindered access shall be at the Customer's expense.
 - At its own expense, the Customer shall ensure that installation, setup and/or commissioning (collectively "Installation") can commence as agreed and be carried out without interruption. It shall be the Customer's responsibility to ensure, at its own expense and prior to the commencement of installation works, that the structural requirements (e.g. structural stability) for installation of the products are met.
 - The Customer shall provide adequate access and exit routes for trucks, including trailers.
 - The rooms in which assembly and installation are to take place must be heated, lit and swept clean..
- If installation is carried out on existing structures, the following additional conditions must also be ensured:
 - Electricity, water and connections for electric tools must be provided on-site with no cost.
 - Waste containers of sufficient capacity must be provided free of charge by the Customer on site.
 - At its own expense, the Customer shall provide an adequate number of sanitary facilities on site.
 - The Customer shall, at its own expense, carry out any required fitting, masonry and chasing work and provide, erect and dismantle scaffolding.
 - Any floor coverings or carpets must be properly laid and protected with a stable, easily walkable protective film in order to avoid soiling and/or damage to the floors during installation.

- Solea shall not commence installation, or shall suspend it, if other companies or third parties are engaged wholly or partly on site at the same time and impede Solea. Solea shall not be obliged to protect the products delivered by Solea.
- Delays resulting from the non-fulfilment of the conditions set out in paragraph 1 above and/or a justified refusal of installation by Solea pursuant to paragraph 3 above shall be attributable to the Customer. Solea reserves the right, in the absence of the installation prerequisites set out in paragraph 1 above, to carry out and charge preparatory work for installation at Solea's customary hourly rates at the Customer's expense even without an express order. Any additional costs caused by delay and/or interruption of installation shall be borne by the Customer.
- The rooms in which installation is to take place shall be secured by the Customer against break-in/theft and shall, in particular, be kept locked. The Customer shall be liable for damage to Solea's operating equipment, machinery and/or tools resulting from insufficient security.

Section 7
Payments

1. The invoiced amount shall be payable in full upon invoicing, unless otherwise provided in these GTC or expressly agreed otherwise.
2. Instalment payments shall become due as follows:
 - One third of the order amount upon placement of the order;
 - A further one third of the order amount upon commencement of installation or upon notification that the goods are ready for delivery (Section 5);
 - The remaining balance upon invoicing.
3. Solea does not grant any cash discount for deliveries of products unless otherwise individually agreed upon. Payment shall be made without deduction within 15 days from the invoice date. Discounts, allowances and/or special conditions may be agreed separately. Cheques and bills of exchange shall be accepted only on account of performance and at the Customer's expense.
4. The decisive date for payment shall be the date on which payment is received by Solea. Upon expiry of the abovementioned payment period, the Customer shall be in default; this shall also apply if the Customer is not responsible for the delayed receipt of payment.
5. If the Customer is in default in accordance with the foregoing provisions and the applicable statutory rules, Solea shall be entitled to charge the Customer, for each reminder issued after the first reminder, a reasonable fee of EUR 5.00 unless the Customer proves that the actual costs incurred were lower. In the event of overdue payments or deferred payment, Solea shall be entitled to charge default interest at a rate of five percentage points above the applicable base interest rate per annum, or nine percentage points above the applicable base interest rate if the Customer is an entrepreneur within the meaning of Section 14 BGB, a legal entity under public law or a special fund under public law (Section 288(1) and (2) BGB), as well as the lump sum pursuant to Section 288(5) BGB in the amount of EUR 40.00. Solea expressly reserves the right to prove and assert higher damages for default. Any claim to interest between merchants under Section 353 of the German Commercial Code (Handelsgesetzbuch – HGB) shall remain unaffected. If partial payment has been agreed and the Customer is in default with such payment, Solea shall further be entitled to suspend further performance until full payment of the outstanding partial amount has been made.
6. Photovoltaic modules shall always be paid for in full in advance.
7. If circumstances exist which demonstrate an impairment of the Customer's creditworthiness or insolvency and thereby endanger Solea's payment claim, Solea may make any outstanding performance or deliveries conditional upon advance payment or the provision of security, or fails to provide the same despite being granted a time limit, Solea shall be entitled to withdraw from the contract and claim damages. If an application for the opening of insolvency proceedings over the Customer's assets has been filed or insolvency proceedings have been opened, Solea shall likewise have a right of withdrawal and a right to claim damages.

Section 8
Right of Retention and Set-Off

1. The Customer shall be entitled to assert a right of retention only if the Customer's counterclaim is based on the same contractual relationship. If the Customer's counterclaim is based on another contractual relationship, the Customer shall be entitled to exercise a right of retention only if the counterclaim is undisputed, acknowledged by Solea or finally adjudicated.
2. The Customer may set off only against a counterclaim that is undisputed, expressly acknowledged by Solea or finally adjudicated.

Section 9
Limitation of Liability, Damages

1. In the event of default of acceptance or any other culpable breach of duties to cooperate by the Customer, Solea shall be entitled to claim liquidated damages in the amount of 25% of the net order value. Solea reserves the right to assert higher, specifically quantified damages, while the Customer shall remain entitled to prove that lower damages were incurred. The risk of accidental loss or accidental deterioration of the products shall pass to the Customer at the time of default of acceptance or any other breach of duties to cooperate.
2. Any claims of the Customer for damages or reimbursement of expenses, irrespective of the legal basis, shall be excluded. In all cases, the special statutory provisions applicable where the products are finally delivered to a consumer shall remain unaffected (supplier recourse pursuant to Sections 478 and 479 BGB).
3. The exclusion of liability under item 2 above shall not apply in the following cases:
 - a) in the event of liability under the German Product Liability Act (Produkthaftungsgesetz);
 - b) in cases of intent or gross negligence, as well as fraudulent intent, on the part of Solea's legal representatives or vicarious agents;
 - c) in the event of culpable injury to life, body or health;
 - d) in the event of a breach of essential contractual obligations, i.e. obligations whose due performance is a prerequisite for the proper performance of the contract and on whose due performance the Customer regularly relies and may rely. In such case, liability for breach of essential contractual obligations shall, however, be limited to compensation for the foreseeable damage typical of the contract, unless Solea is liable on account of intent, gross negligence or fraudulent intent, injury to life, body or health, or under the German Product Liability Act;
4. In the event of liability for simple negligence, Solea's obligation to compensate for property damage and any resulting financial loss shall be limited to the coverage amount of Solea's respective liability insurance, even if essential contractual obligations have been breached. The insured amount per loss event is EUR 10,000,000 (ten million euros) as a single combined limit for personal injury, property damage and financial loss.
5. The limitations of liability contained in items 3 and 4 shall also apply to the extent liability of legal representatives, executive employees and other vicarious agents is concerned.

6. Unless expressly provided otherwise above, any liability of Solea shall be excluded.

Section 10
Retention of Title

1. Until all claims arising from the respective business relationship between Solea and the Customer have been settled in full (in the case of cheques/bills of exchange until they have been honoured), Solea shall retain title to the products delivered by Solea. This shall also apply where payments have been made for certain products designated by the Customer.
2. In the event of a material breach of contract by the Customer, including payment default, Solea shall be entitled to take back the products. The taking back of the products by Solea shall – without prejudice to the assertion of claims for damages – constitute withdrawal from the contract. After taking back the products subject to retention of title, Solea shall be entitled to realise them; the proceeds of realisation shall be credited against the Customer's liabilities less reasonable realisation costs. The Customer shall handle the products with due care, insure them appropriately and, where necessary, maintain them.
3. In the event of withdrawal pursuant to item 2 and the assertion of the surrender claim, Solea shall be entitled to repossess the products subject to retention of title owned by Solea and, for this purpose, to enter the place where the products are located.
4. The Customer shall be entitled to process and resell the delivered goods in the ordinary course of business. Solea reserves the right to revoke such authorisation for good cause. The Customer hereby assigns to Solea any claims arising against third parties in the event of resale and/or further processing. Solea hereby accepts such assignment. Notwithstanding Solea's right to collect the claim itself, the Customer shall remain authorised to collect the claim even after the assignment. Solea undertakes not to collect the claim for as long as and to the extent that the Customer complies with its payment obligations, no application for the opening of insolvency or similar proceedings has been filed, and no suspension of payments has occurred. Solea undertakes to release, at Solea's discretion, the securities to which Solea is entitled to the extent that their realisable value exceeds the value of the claims to be secured by more than 20%.
5. In the event of modification or processing of products subject to retention of title by the Customer, the Customer shall not acquire ownership. It is expressly agreed that Solea shall be deemed the manufacturer within the meaning of Section 950 BGB.
6. If products not owned by Solea are combined and/or mixed with Solea's products, Solea shall acquire co-ownership of the new item (Sections 947, 948 BGB) in proportion to the invoice value of the mixed products.
7. The pledging and transfer by way of security of products subject to retention of title shall not fall within the ordinary course of business within the meaning of the authorisation under item 4 of this Section. If third parties, in particular by way of enforcement, seize Solea's products, or if Solea's products are otherwise encumbered with third-party rights or become so encumbered, the Customer shall notify Solea thereof without undue delay. The Customer shall be liable in damages for delayed notification.

Section 11
Warranty

The statutory warranty for defects shall be modified as follows:

1. The Customer shall inspect the products without undue delay after delivery with regard to quantity, condition and warranted characteristics. Any obvious defects shall be notified to Solea in writing without undue delay, but no later than eight days after delivery of the products; hidden defects shall be notified in writing without undue delay after discovery, with the defect being described in sufficiently specific terms. Failure to comply with the duty to inspect and notify defects shall result in the lapse of warranty rights.
2. If the Customer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch – HGB), a legal entity under public law or a special fund under public law, the assertion of defect claims shall require that the Customer has complied with its statutory duties of inspection and notification of defects (Sections 377 and 381 HGB). If the Customer fails to carry out a proper inspection, Solea's liability for any defect not duly notified shall be excluded.
3. In the event of justified complaints, Solea shall, at its option, remedy the defect or deliver a defect-free product. Any additional expenses incurred in delivering a defect-free product as a result of the products having been taken, after delivery, to a place other than the agreed place of performance shall be borne by the Customer.
4. For the purpose of remedying defects, the Customer shall grant Solea the time and opportunity reasonably required for subsequent performance.
5. Solea shall assume no liability for defects caused by or arising in connection with modifications and/or repair or maintenance work carried out by the Customer or a third party, nor for the consequences thereof.
6. No defect claims shall exist in the case of natural wear and tear or damage occurring after the passing of risk as a result of faulty or negligent handling, excessive stress, unsuitable installation surfaces, or due to special external influences not assumed under the contract, as well as in the case of non-reproducible software errors.
7. The Customer shall ensure that, during the warranty period, the products are maintained and serviced only by a qualified specialist company. The Customer shall ensure that unauthorised persons have no access to the products.
8. Unless the contract concerns construction works within the meaning of VOB/A, defect claims shall become time-barred in accordance with the general statutory provisions. In the case of construction works within the meaning of VOB/A, limitation shall be governed by VOB/B and VOB/C as amended from time to time. In addition to, and independently of, statutory defect claims, Solea grants a guarantee in accordance with the respective manufacturer's specifications. In the event of a claim under such guarantee, Solea reserves the right to have the respective product examined by the manufacturer to determine whether a guarantee case exists. If this is the case, it shall be for the product manufacturer to provide appropriate replacement or arrange repair. Responsibility for the costs of such performance shall lie with the manufacturer. In the event of the manufacturer's insolvency or failure to provide performance under the guarantee, Solea shall not be obliged to provide any guarantee performance.

Section 12
Measurements, Changes in Measurements

1. Solea warrants delivery in accordance with the measurements jointly taken by the parties.
2. Any other measurements must be notified by the Customer in writing. Solea expressly excludes any liability for the accuracy of measurements taken by the Customer as against the actual conditions at the installation site.

3. Notice of changes in measurements must be given no later than 10 working days before the agreed commencement of installation. Changes in measurements notified later can no longer be taken into account by Solea.
4. In the event of other changes in measurements, Solea reserves the right to make a reasonable adjustment to the price. The Customer shall bear the costs of such changes.
5. Any liability going beyond the above for deviations in measurements shall be excluded.

Section 13
Place of Performance and Jurisdiction

1. The place of performance shall be Deggendorf. If the Customer is an entrepreneur, a legal entity under public law or a special fund under public law within the meaning of Section 310(1) BGB, the Regional Court (Landgericht) of Regensburg shall, to the extent permitted by law, be the exclusive place of jurisdiction. Solea shall, however, also be entitled to bring proceedings at the Customer's place of business.
2. The contractual relationship between Solea and its Customers shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the Customer is a consumer within the meaning of Section 13 BGB,

the mandatory consumer protection provisions applicable in the state in which the Customer has its habitual residence shall additionally apply insofar as they afford the Customer more extensive protection.

Section 14
Contractual Penalty

No contractual penalty is agreed in these General Terms and Conditions. Should any contractual penalty promises be contained in the Customer's general terms and conditions, such provisions are hereby expressly rejected. Under no circumstances shall they become part of the contract.

Section 15
Severability

Should any provision of this contract be or become invalid or unenforceable, the validity of the remaining provisions of this contract shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid or unenforceable provision.