

Sales Terms and Conditions for Solar Module Transactions

1. The following terms and conditions apply solely to the Purchase Orders (“PO”) entered into by Seller (“Seller”) with Seller’s client (“Buyer”) that explicitly make reference to these Terms and Conditions. Other terms and conditions do not become part of the PO even if Seller accept purchase order from Buyer without objection, despite being informed of contradictory terms, or if these terms are mentioned in specific correspondences. Seller’s lack of response to counter-conditions, even within order acceptance confirmations, does not imply acceptance or recognition. Hereinafter also individually referred to as “Party” and jointly as “Parties”.
2. Any modification, supplementation, or amendment to the PO cannot be made without the mutual agreement of both Parties until duly signed.
3. Seller reserves the right in its sole discretion to obtain, source, subcontract, manufacture, fabricate and assemble the Products (deliverables under the PO) and any components and systems from any manufacturing location operated by Seller, its affiliates or third-parties.
4. During the term of the PO, Seller may, but is not obligated to, make use of improved technology to produce the Products so that the quality of the Products delivered as compared to the Specifications is improved. Such changes may include, but are not limited to, power, cells type, TPT, junction box, and connectors.
5. Products furnished under the PO shall be in accordance with IEC standards.
6. Packaging: The package standard shall be in accordance with the general industry standard which satisfies the transportation by the sea. If Buyer has special requirements for the packaging of the Products, Buyer shall notify to Seller 30 days in advance before shipment, and shall proceed Seller with the Special Package Technical Standard, otherwise Seller will adopt the default normal packaging method. If Buyer's special packaging requirements lead to any additional expenses or cause the destruction of the Products, all liabilities so incurred shall be borne by Buyer.
7. Inspection and Warranty:
 - Buyer shall complete the quantity and quality inspection of Products within 3 working days (“Inspection Period”) after handover.
 - If the Products are found to be insufficient in quantity or have evident quality issues, Buyer shall notify Seller within the Inspection Period. If the issue is solely attributed to the Seller, the Seller shall have the right to rectify the situation by either compensating with related goods, substituting the equivalent quantity and grade of goods, or issuing a refund. Failure by the Buyer to raise any objections within the Inspection Period shall result in the Products provided

by the Seller being deemed as meeting the agreed-upon quantity and quality standards (and thus accepted by the Buyer). Consequently, the Seller shall not be held accountable for returning or replacing any of the Products.

- The Products will be subject to the product warranty policy (Limited Warranty-Module Warranty N-type ABC series) provided by the Seller.
- If a product experiences a quality issue during the warranty period and both Parties agree to replace the product, the warranty period for the replaced product will be determined based on the remaining warranty of the original product before the replacement occurred.
- Subject to Seller's prior written consent, Buyer may transfer the warranty to a third party within EEA and Switzerland provided that the original warranty terms remain unchanged and, if already installed, the Products remain intact in their original place of installation.
- Buyer confirms that it has carefully read over the Installation Manual and Module Warranty N-type ABC series for the Products as provided by Seller. Buyer hereby agrees that any failure by Buyer or Buyer's customers to follow the instructions under the Seller's Installation Manual and/or Module Warranty N-type ABC series during handling (including without limitation to packing/unpacking, loading/unloading, transportation, storage, installation, use, operation or maintenance, etc.) of the Products shall disqualify from Seller's Limited Warranty as well as any other potential Seller's liability. Buyer further agrees that Seller will not be responsible for any damages of any kind, including but not limited to any product damages, personal injury or any other property losses, as resulting from any improper operations or faults by Buyer or its customers during the handling of the Products as failure to follow the instructions under the Installation Manual and/or the Module Warranty N-type ABC series as provided by Seller.
- The remedies provided under the Limited Warranty set out Buyer's sole and exclusive remedies from Seller for any breach of the Limited Warranty by Seller. Except as provided in the Limited Warranty, Seller makes no representation or warranty of any kind, whether express or implied, including with respect to any warranty as to merchantability, fitness for use or for any particular purpose.
- In case of any disputes between the Parties concerning the quality issues, Buyer shall submit the Products in question to an appraisal institution recognized by both Parties for inspection within 20 days in accordance with the standards agreed herein, and the inspection results shall be taken as the basis for determining whether quality issue exists or not. If Buyer fails to submit the

Products within the time limit as mentioned above, the quality of the Products shall be deemed to meet the requirements. The inspection fee shall be paid by the opposing Party and ultimately by the faulted Party. If the existence of quality issue is confirmed after inspection, Seller shall bear the responsibility of returning or replacing the goods in accordance with the foregoing provisions. Notwithstanding anything in this PO to the contrary, Buyer shall not delay or refuse to make timely payment of the goods on the grounds of the quality issues.

8. In the event of late payment by the Buyer, the maximum statutory interest permitted under the governing law will be charged, and collection costs will be incurred, which will be borne by the Buyer.
9. Seller shall be entitled to refuse the performance outstanding within a contractual relationship if it becomes apparent after conclusion of the PO (e.g. by filing for insolvency) that Seller's claim for payment from the respective contractual relationship is at risk due to the insufficient solvency of the Buyer. Seller's right to refuse performance shall lapse if the payment is effected or security is provided for it. Seller shall be entitled to set the Buyer a reasonable period of time within which he shall, at his discretion, effect payment or provide security for it in return for Seller's performance. Seller is entitled to withdraw from the PO if the deadline expires without result. In the case of contracts or POs for the production of non-fungible goods (custom-made products), Seller may declare its withdrawal immediately.
10. Liability: Under no circumstances shall the Seller be held liable to the Buyer for any indirect, incidental, consequential, special, or punitive damages. This includes but is not limited to loss of profit or revenue, loss of business opportunities, loss of production, loss of goodwill and brand, and loss of purchase order resulting from a breach of this PO.
11. The Seller's liquidated damages, including delays and non-performance, shall not exceed three percent (3%) of the relevant PO value. If the Seller reaches this limit, it has the option to terminate the PO without incurring any further liability.
12. Seller's cumulative liability under or related to this PO, regardless of the legal basis (including contract, negligence, tort, or any other), shall not exceed an annual aggregate limit of one hundred percent (100%) of the total annual value of all POs between Seller and Buyer from a single contract year occurring prior to the year in which the claim is filed.
13. Force Majeure: Seller shall not be held liable for any delay or failure to perform this PO due to any force majeure event, which include, without limitation, acts of God (earthquake, flood, storm, etc.), acts of any government, unavailability of raw material, war or national emergency, break-down of plant or machinery, acts of terrorism, riots,

strike, fire, explosion, epidemic and unavailability of power and transportation and any other unspecified, unforeseen and uncontrollable events. However, Seller shall notify to Buyer immediately of such occurrence of Force Majeure.

14. Confidentiality: The Parties undertake that, themselves and their respective directors, officers, employees, representatives, agents, contractors and affiliates, will keep confidential with regard to any confidential information (including, without limitation, product information, specifications or technical data, quality standards, and related matters agreed to in this PO) disclosed by the other Party under this PO or obtained by the receiving Party in the course of the performance of this PO (or in discussions or negotiations prior to the execution of this PO), and will not disclose such information to anyone (other than their own employees on a need-to-know basis whom will also keep it confidential in accordance with this Article herein), and the Parties will use such information only for the purposes related to the performance of its obligations hereunder and will not for its own benefit or for the benefit of any third party. Provided however, either Party or its affiliates (including parent, branch or subsidiary companies) may disclose the contents of this PO in accordance with the laws of the place where it or its affiliates are located or as per the relevant governmental requirements. Without the prior written consent of the other Party, a Party shall not disclose this PO on the internet or in any other medias, or use this PO or the cooperation between the Parties for any advertising or promotion purposes. In case either Party breaches its confidential obligation which causes damages to the other Party, the breaching Party shall bear the compensation liability. This confidentiality clause shall survive the termination or early dissolution of the PO, unless the confidential information goes into public.

15. Export Control Compliance

Buyer represents and warrants that neither the Buyer or its affiliates and subsidiaries, nor any of their respective agents, employees or officers, are designated under any trade controls and/or sanctions imposed by the United Nations, China, the European Union and/or its Member States, the United States, the United Kingdom, and/or any applicable sanctions from any other jurisdiction (hereinafter referred to as "Trade Restrictions"). The Buyer further represents, warrants, and guarantees to ensure compliance with all Trade Restrictions. The Buyer also represents, warrants, and guarantees not to sell, supply, transfer or export, directly or indirectly, any Products supplied by Seller or bearing Seller brand to any natural or legal person, entity or body designated under any Trade Restrictions, nor to any destination or for any use that is restricted under the Trade Restrictions.

Buyer agrees and irrevocably undertakes to indemnify and hold Seller, its affiliates and subsidiaries and their agents, employees, officers and subcontractors harmless in respect of any loss, damage, claim, fine and expense whatsoever, including legal costs and attorney's fees, which may result from any breach by the Buyer of the Trade Restrictions and/or non-compliance with the terms of this clause.

16. Termination: Either non-defaulting Party shall have the right to immediately terminate this PO by giving written notice to the other Party if:

- a) The Party breaches any material conditions of this PO and fails to correct its breach within 10 days from the non-defaulting Party's written notice to cure the breach and to request that the breach be remedied; or
- b) A material breach by the Party of its obligations as agreed hereunder and such breach cannot be cured; or
- c) The Party's property is subject to seizure, auction, enforcement or other coercive measures that materially and adversely affect such Party's business operation, and such adverse effect cannot be removed within 20 days; or
- d) The Party has been assigned a property administrator, business administrator, or has entered into liquidation, winding up, dissolution, declaration of bankruptcy, or other procedures.

17. This Terms and Conditions and relevant PO shall be construed, and the respective rights and duties of the Parties hereto are to be determined and governed, according to the laws of the Seller's country. The United Nations Convention for the International Sale of Goods does not apply to this Terms and Conditions and relevant PO.