

General Terms and Conditions of Purchase of GOLDBECK SOLAR GmbH for Deliveries

Status 07/2021

General Terms and Conditions of Purchase of GOLDBECK SOLAR GmbH (hereinafter referred to as GOLDBECK SOLAR) for Deliveries, Status 07/2021

These general terms and conditions of purchase shall apply exclusively to all current and future delivery and work supply contracts between GOLDBECK SOLAR and the supplier. Deviating, conflicting or supplementary general terms and conditions of the supplier shall not be valid, even if they are not expressly contradicted, unless GOLDBECK SOLAR expressly agrees to their validity in writing.

§ Conclusion1 of contract, basis of contract

1.1. An order including these General Terms and Conditions of Purchase may be placed verbally, in writing or in text form. If the order is not placed under inclusion of these General Terms and Conditions of Purchase, GOLDBECK SOLAR shall be entitled to effectively include these General Terms and Conditions of Purchase by way of the order or order confirmation or in the commercial letter of confirmation.

1.2. In case of contradictions between different parts of the contract or within them, the higher value delivery shall be deemed to be owed. GOLDBECK SOLAR may at any time demand a change of the delivery items or the agreed delivery circumstances (including delivery time and place of delivery) and additional deliveries in connection with the order on the terms and conditions of the contract including the agreed discounts. Changes in the type and scope of the delivery items require the written order or confirmation of GOLDBECK SOLAR. In case of changes of the delivery items or delivery circumstances, the parties shall strive for an agreement on the additional or reduced costs before delivery. However, GOLDBECK SOLAR shall be entitled to order changes and extensions of the scope of delivery at any time even without prior agreement on the additional or reduced costs as far as the changes or extensions are not unreasonable for the supplier. Reasons for a possible unreasonableness are to be explained by the supplier immediately, at the latest, however, 1 week after the change or extension order. After expiry of the deadline the

Supplier with corresponding claims precluded.

1.3. The supplier assures compliance with the GOLDBECK SOLAR compliance guidelines (https://goldbecksolar.com/wp-content/uploads/2020/06/goldbecksolar_compliance_guideline_en.pdf).

Insofar as the Employee Posting Act, the Collective Bargaining Act or the Minimum Wage Act (together hereinafter referred to as the "Special Labor Laws") apply, the following provisions shall apply:

(i) The Supplier undertakes to observe the Special Labor Laws and to ensure compliance therewith by its employees, its officers and its bodies as well as by third parties commissioned or employed by it;

(ii) the supplier shall indemnify GOLDBECK SOLAR from any liability or obligation towards third parties due to a violation of one of the Special Labor Laws by the contractor, his employees, officers, organs or a third party commissioned or employed by him, including without limitation fines, fees and costs; except for cases of intentional action by GOLDBECK SOLAR;

(iii) in case of a violation of one of the special labor laws by the supplier, his employees, executives, organs or by a third party commissioned or employed by him, GOLDBECK SOLAR shall be entitled to withdraw from the contract or, at the discretion of GOLDBECK SOLAR, to terminate the contract with immediate effect; and

(iv) in case GOLDBECK SOLAR has reason to suspect that the supplier or his employees, executives, organs or a third party commissioned or employed by him violates one of the Special Labor Laws, the supplier shall prove compliance with these laws by suitable means. These shall include, without limitation, the provision of payroll records or time accounts (in pseudonymous form) or the submission of similarly meaningful documents proving compliance with the Special Labor Laws.

§ Transfer of risk, ownership rights

2.1. Unless otherwise agreed in the individual case, the risk of performance shall pass to GOLDBECK SOLAR upon acceptance of the delivery items by GOLDBECK SOLAR at the agreed place. The same shall apply to acceptances with regard to partial deliveries, insofar as such have been agreed in writing by the parties in the individual case.

2.2. The ownership of delivery items shall pass to GOLDBECK SOLAR with this delivery or with the payment of the corresponding payment milestone, whichever is earlier, irrespective of whether these delivery items are specified in detail in the contract or are otherwise delivered by the supplier or at his instigation at the agreed place of delivery for the fulfilment of the contract. The supplier shall not declare a single retention of title. All extended or prolonged reservations of title are excluded.

§ Prices, terms of payment, invoice

3.1. All prices shall apply to the complete, faultless delivery of all delivery items required for the intended purpose of use, about which the supplier has to inform GOLD-BECK SOLAR sufficiently in case of doubt, and, in case of lack of necessity, to the delivery of all delivery items required for the intended purpose of use and, insofar as their transport by the supplier has also been agreed in the contract, The supplier shall be liable for the insurance of the delivery items against damage, destruction and deterioration to the extent customary in the market, their packaging suitable for the intended transport and the return of the packaging, customs and other import formalities and permits as well as for all additional services and special services which are necessary for the functional delivery owed under the contract.

3.2. All invoices shall state the order number, the purchase order number, the ship-to party and the vendor number (if available) and shall otherwise comply with the statutory requirements. The invoices are to be sent by the supplier in PDF format to the e-mail address

invoice@goldbecksolar.com. If the invoicing is based on a contractually agreed measurement, the supplier has to send the invoice together with the measurement signed by GOLDBECK SOLAR in a PDF file. If several invoices are sent, a PDF file is to be created for each invoice. Invoices without the aforementioned information and, if applicable, without the required measurement will be rejected. The supplier guarantees that he will meet his obligations towards the tax office, the employers' liability insurance association and the social insurance institutions in due time and in full. Corresponding proofs shall be enclosed to the invoices upon request of GOLDBECK SOLAR. The payment shall be made within 30 days after receipt of the contractually agreed and verifiable invoice by GOLDBECK SOLAR.

3.3. For discount periods, the date of receipt of the invoice shall be decisive, or, if the corresponding delivery items are delivered later, the date of delivery of the delivery items.

§ Testing and execution obligations

4.1 The supplier shall check all documents, plans, records and other information received from GOLDBECK SOLAR in connection with the present contract for completeness, correctness and suitability. The supplier shall enclose complete delivery bills to his deliveries and hand them over to GOLD-BECK SOLAR.

4.2 In the event of delivery of the delivery items by the Supplier, the Supplier shall comply with all applicable work safety, accident prevention and works regulations as well as the construction site and house rules at the place of delivery and shall fulfill the traffic safety obligations with regard to the execution of its delivery and included in the agreed price.

4.3 The supplier shall dispose of or take back waste, including packaging material, recycled material and hazardous waste, generated by his delivery in accordance with the applicable waste laws at his own expense.

If the supplier does not comply with this obligation, GOLDBECK SOLAR shall be entitled to dispose of the waste at the supplier's expense.

4.4 If no place of delivery has been agreed upon by the parties or, in the absence of such an agreement, has been determined by GOLDBECK SOLAR prior to the performance of the supplier's delivery obligations, the construction site equipment area of the project for which GOLDBECK SOLAR requires the delivery items shall be deemed agreed upon as the place of delivery.

4.5 The supplier guarantees that all components, materials and other delivery items are new and unused at the time of delivery.

4.6 Any legally regulated obligations or duties of GOLDBECK SOLAR to examine the delivery items for defects shall be limited to the examination whether the delivery items correspond to the ordered type and quantity and whether there are visible external defects or damages which have occurred during transport. GOLDBECK SOLAR shall comply with a possible statutory obligation or duty to report such defects or damages by informing the supplier within one week after discovery of defects which were recognizable during the inspection.

4.7 Partial deliveries are excluded unless the parties have agreed otherwise in writing.

§ Delivery5, liability for defects

5.1 In case of a delivery of the delivery items by the supplier, the supplier shall notify GOLDBECK SOLAR of the expected delivery at least one week in advance in text form and confirm the delivery date again in text form on the working day preceding the delivery.

5.2 The Supplier warrants that the delivery items are free of material defects and defects of title during the limitation period for claims for defects. Claims for defects shall become statute-barred after years⁵ and months,³

beginning with the acceptance of the deliveries by the client of the project for which GOLDBECK SOLAR requires the delivery items, but no later than 6 months after complete performance of the delivery services; §§ 203-213 of the German Civil Code shall remain unaffected by this provision.

5.3 The supplier shall be obliged to remedy defects occurring during the warranty periods within a reasonable period to be set by GOLDBECK SOLAR and at GOLDBECK SOLAR's option by reordering or subsequent delivery; the supplier shall bear the necessary installation or removal costs.

5.4 Work for the elimination of defects shall be carried out in compliance with the operational requirements of the plant operator or the plant owner, if necessary also outside the regular working hours. The supplier already assigns to GOLDBECK SOLAR his claims for liability for defects and claims for damages against third parties with regard to the contractually owed deliveries and shall notify the third party of the assignment upon request of GOLDBECK SOLAR. GOLDBECK SOLAR accepts the assignment. The supplier shall be entitled and obliged to enforce these claims against the third party until revocation by GOLDBECK SOLAR.

§ Choice of Law, Place of Jurisdiction

6.1 All legal disputes arising from or in connection with the contract shall be governed by German law, excluding the conflict of law rules of international private law and the Convention on Contracts for the International Sale of Goods (UN Sales Convention).

6.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be Mannheim, Germany.