

**General Terms and Conditions
of Purchase for Work
Performed by GOLDBECK
SOLAR GmbH**

Status 07/2021

General Terms and Conditions of Purchase for Works and Services of GOLDBECK SOLAR GmbH (hereinafter: GOLDBECK SOLAR), as of 07/2021

These general terms and conditions of purchase shall apply exclusively to all current and future contracts for work and services between GOLDBECK SOLAR and the contractor. Deviating, conflicting or supplementary general terms and conditions of the contractor 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 more comprehensive or higher-quality service shall be deemed to be owed. GOLD- BECK SOLAR may at any time demand modified or additional services in connection with the order at the terms and conditions of the contract including the agreed discounts. Changes of the scope of services shall require the written order or confirmation of GOLD- BECK SOLAR. In case of changes of the service, the parties shall strive for an agreement on the additional or minimum costs before execution. However, GOLDBECK SOLAR shall be entitled to order changes of the scope of performance at any time even without prior agreement on the additional or reduced costs as far as the execution is not unreasonable for the contractor. Reasons for a possible unreasonableness shall be presented by the contractor without delay, at the latest 1 week after the order for performance. After expiry of the deadline, the Contractor's objection shall be precluded.

1.3. The contractor 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 Contractor undertakes to observe the Special Labor Laws and to ensure their observance by its employees, its officers and its bodies, as well as by third parties engaged or employed by it;

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

(iii) in case of a violation of one of the special labor laws by the contractor, 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 option 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 contractor shall prove compliance with these laws by suitable means. Such means shall include, without limitation, the provision of payroll records or time accounts (in pseudonymous form) or the submission of similarly meaningful documents evidencing compliance with the Special Labor Laws.

§ Transfer of risk, ownership rights

2.1. Unless otherwise agreed in individual cases, the risk of performance shall pass to GOLDBECK SOLAR upon acceptance. The same shall apply to partial acceptance with regard to the services which are the subject of the partial acceptance. The operating risk shall pass, as far as applicable, with the handing over of the electrotechnical system part to the person responsible for the system of GOLDBECK SOLAR or to the person of the customer of GOLDBECK SOLAR by the contractor.

2.2. The ownership of delivered components, materials and other delivery items shall pass to GOLDBECK SOLAR upon their unloading at the construction site or upon payment of the corresponding payment milestone, whichever is earlier, irrespective of whether these delivery items are specified in detail in the contract or otherwise brought to the construction site by the contractor for the fulfilment of the performance obligation. The contractor shall not declare a simple 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, defect-free performance including the delivery of all components, materials and other delivery items required for the performance, their transport, securing, packaging and installation as well as all ancillary and special services required for the contractually owed, functional performance.

3.2. All invoices shall state the order number, the purchase order number, the service recipient and the vendor number (if available) and shall otherwise comply with the statutory requirements. The invoices shall be sent by the Contractor in PDF format to the e-mail address invoice@goldbecksolar.com. If invoicing is based on a contractually agreed statement of services, the Contractor shall send the invoice together with the statement of services in a PDF file. For

If several invoices are sent, a PDF file must be created for each invoice. Invoices for services according to § 13b para. 2 UStG must contain the statement "Tax liability of the service recipient". GOLDBECK SOLAR hereby confirms for the project subject of the contract that all services of the contractor are used by GOLDBECK SOLAR itself for the provision of construction services in the sense of § 13b UStG (German VAT Act). In the invoices, material and labor costs of the contractor are to be shown separately, unless the order is invoiced as a lump sum. Invoices without the aforementioned information and, if applicable, without the statement of performance shall be rejected. The Contractor guarantees that it will meet its obligations to the tax office, the employers' liability insurance association and the social security institutions in full and in good time. Corresponding proofs shall be enclosed to the invoices upon request of GOLDBECK SOLAR. The settlement shall be made within 30 days after receipt of the contractually agreed and auditable invoice by GOLDBECK SOLAR.

3.3. For discount periods, the date of receipt of the invoice is decisive, or, if the goods are received later, the date of receipt of the goods.

§ Testing and execution obligations

4.1 The contractor shall inspect all components and materials provided by GOLDBECK SOLAR upon delivery for completeness and freedom from defects in corresponding application of § 377 HGB (German Commercial Code). The result is to be noted on the delivery bills. The delivery bills are to be sent to the construction management of GOLDBECK SOLAR on the day of the inspection. In case of irregularities GOLDBECK SOLAR has to be informed immediately in text form. The contractor has to protect the provided components and materials until acceptance, especially against damage and theft.

The contractor shall check all documents, plans, records and other information received from GOLDBECK SOLAR in connection with the present contract for completeness, correctness and suitability.

4.2 During the execution of the work, the contractor shall comply with all applicable occupational safety, accident prevention and works regulations as well as the site and house rules at the place of work and shall fulfill the traffic safety obligations with regard to the execution of its services. The contractor undertakes to assign in writing to his supervisor on site the entrepreneurial duties according to DGUV Vorschrift 1 ("Grundsätze der Prävention") or according to the applicable occupational safety regulations and to prove this in writing upon request of GOLDBECK SOLAR.

4.3 The contractor shall dispose of waste, including packaging material, recycling material and special waste, which accumulates due to his activity, daily at his own expense in accordance with the respective applicable waste laws. If the contractor does not comply with this obligation, GOLDBECK SOLAR shall be entitled to dispose of the waste at the contractor's expense.

§ Acceptance, liability for defects, maintenance

5.1 The contractor shall notify GOLDBECK SOLAR of the expected completion of his services two weeks in advance in text form.

At the latest on the working day following completion, the contractor shall further notify GOLDBECK SOLAR in writing of the completion of his services and request GOLDBECK SOLAR in writing to accept the services, stating at least two alternative dates on different working days, which may not be earlier than two weeks after the notification of completion. GOLDBECK SOLAR shall inform the contractor about the acceptance date, but shall not be bound to the contractor's proposals. The contractor shall be present at the acceptance. Any services shall only be formally accepted.

5.2 The Contractor warrants that the services provided by him or through him are free of material defects and defects of title during the limitation period for claims based on defects. Claims for defects shall become statute-barred after 5 years and 3 months, beginning with the acceptance of the services by the Owner, but no later than

6 months after acceptance between GOLDBECK SOLAR and the contractor; §§ 203-213 BGB remain unaffected by this regulation.

5.3 The contractor further guarantees that all components, materials and other delivery items are new and unused at the time of delivery. The contractor shall be obliged to remedy defects occurring during the warranty periods within a reasonable period to be set by GOLDBECK SOLAR and at the discretion of GOLDBECK SOLAR by rectification or new production; the contractor 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 contractor already assigns to GOLDBECK SOLAR his claims for liability for defects and claims for damages against third parties with regard to the contractually owed services and shall notify the third party of the assignment upon request of GOLDBECK SOLAR. GOLDBECK SOLAR accepts the assignment. The contractor is 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 laws rules of private international 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 this contract shall be Mannheim, Germany.