

GENERAL TERMS AND CONDITIONS OF SALE

1. General

- 1.1. These general terms and conditions of sale are applicable to every offer, quote, purchase order, order confirmation, invoice or agreement and registered at the Belgian Crossroad Bank for Enterprises under number BE0875-332-453 ("**INTISOLAR – SOLITAIR BV**") and any purchaser.

These Conditions, together with the order confirmation and any other specific written agreement between the parties, form the entire agreement between the parties about each order of the Purchaser (the "**Agreement**"). In the event of any conflict between these Conditions and any specific conditions agreed upon in writing between the parties, the provisions of the latter shall prevail.

- 1.2. These Conditions are presumed accepted by the Purchaser by the mere ordering of any product. Acceptance of the Conditions implies that the Purchaser renounces in full to the application of its own terms and conditions (of purchase).

2. Formation of agreement

- 2.1. Any offer of INTISOLAR is indicative and non-binding. An agreement is only formed between INTISOLAR and the Purchaser once INTISOLAR has confirmed the Purchaser's order in writing by an order confirmation in the form of a sales agreement (the "**Order Confirmation**").

- 2.2. Every purchase order from the Purchaser to INTISOLAR shall be made in writing and shall be considered final and irrevocable. Any cancellation of a purchase order by the Purchaser must be done in writing and is only valid if accepted in writing by INTISOLAR .

- 2.3. In case of cancellation of an order by the Purchaser, without prejudice to the right of INTISOLAR to claim a higher compensation in case the incurred damages exceed the amount hereafter, the Purchaser shall pay a fixed compensation equal to 20% of the order value of the respective order with a minimum of 5.000 EUR. to INTISOLAR

3. Delivery

- 3.1. The delivery of the products shall take place in accordance with the Incoterms© (latest edition) as set out in the Order Confirmation. In case no Incoterms® has been set out in the Order Confirmation, INTISOLAR shall apply. Notwithstanding any Incoterms® agreed upon, the Purchaser shall be solely responsible for any import clearance, formality, duty, or tax.

- 3.1. All delivery or execution dates provided by INTISOLAR are indicative and not binding for INTISOLAR . If no dates are specified, delivery will take place within a reasonable time. Failure by INTISOLAR to comply with such delivery periods shall in no circumstances entitle the Purchaser to terminate the Agreement or to any right of compensation. The delivery can be suspended by INTISOLAR if the Purchaser has not yet fulfilled any obligation vis-à-vis INTISOLAR .

- 3.2. The Purchaser is obliged to take possession of the ordered products on the projected delivery dates (or any other date provided by INTISOLAR to the Purchaser). Should the Purchaser not take possession of the products at the time of delivery, INTISOLAR is entitled to store the products at the sole expense and risk of the Purchaser.

- 3.3. The Purchaser expressly agrees that the on the delivery applicable terms and conditions of the Bill of Lading (or corresponding document) shall be the terms and conditions of the carrier/shipping company used for the delivery of the products. The Seller may oppose against the Purchaser any right or obligation which is or may be opposed against the Seller by the carrier/shipping company on the

basis of the latter's general terms and conditions and the liability of the Seller shall be limited to the liability of the carrier/shipping company (back-to-back). The Purchaser shall further hold the Seller harmless for any damages or claims which may be imposed on the Seller by the carrier/shipping company used.

4. Reservation of title and transfer of risk

4.1. The products sold by INTISOLAR remain the property of INTISOLAR until payment of the purchase price in full (including late payment interests, costs, and indemnities payable by the Purchaser) or any other amount owed by the Purchaser to INTISOLAR. Failure to pay any amounts due on the respective dates may lead to reclaiming the products. Until full payment of the purchase price, the Purchaser shall not use the products as currency or pledge or otherwise dispose of the products and the Purchaser shall clearly indicate on the products that the products delivered by INTISOLAR remain the property of INTISOLAR.

4.1. Reservation of title does not affect the risk transfer to the Purchaser in accordance with the applicable Incoterms®, whereby the Purchaser will bear all risks and storage burden. The Purchaser shall have sufficient insurance for the risk of loss of or damage to such products and the Purchaser shall provide details of such insurance policy to INTISOLAR upon its first request.

4.2. The Purchaser's right to possession of the products shall terminate and the Purchaser shall notify INTISOLAR immediately (i) if the products are seized by a third party; (ii) in case of termination of the Agreement for any reason; (iii) if the Purchaser enters into any composition or similar arrangement (formal or informal) with its creditors or is unable to pay its debts, is subject to a procedure of judicial reorganisation or bankruptcy, has a receiver or administrator appointed in respect of its undertaking, assets or income or any part thereof, has passed a resolution for its liquidation, or a request is filed or an order is made by any court for its liquidation or for its administration; or (iv) if the Purchaser ceases its business. In the event of seizure, bankruptcy, or inability to pay its debts, the Purchaser shall inform the competent bailiff, trustee, in bankruptcy or administrator of the present retention of title clause and shall make available all relevant documents concerning the products.

5. Price and payment terms

5.1. The products are invoiced at the prices as stated in the Order Confirmation or the specific conditions agreed in writing between the parties. Unless otherwise provided, any prices communicated to the Purchaser are without any applicable taxes.

5.2. Payment of the products shall occur in accordance with the payment terms as set out in the Order Confirmation or any other specific in writing agreed upon agreement between the parties. In case no specific agreement is made as regarding the payment terms, the terms as provided hereunder shall be applicable.

5.1. INTISOLAR's invoices are – unless explicitly agreed otherwise – payable upon confirmation of the order to INTISOLAR, in cash on such bank account as indicated thereon (including any costs, taxes, duties or other levies). Invoices must be protested by the Purchaser via registered mail within seven (7) calendar days following receipt of the invoice. Upon expiration of such term, the relevant invoice shall be considered accepted by the Purchaser and no further complaints shall be accepted by INTISOLAR. Protest of the invoice does not suspend the payment obligation of the Purchaser.

5.2. In case of entire or partial non-payment of an invoice on the due date, INTISOLAR is automatically entitled, without prior notice, to an interest equal to the applicable Belgian legal rate in commercial

transactions (as amended from time to time), as of the date on which the invoice was due and to a fixed compensation amounting to 20% of the unpaid invoiced sum and with a minimum of € 125 and a maximum of the amount of the invoice, without prejudice to INTISOLAR 's right to claim a higher compensation in case the incurred damages exceed the aforesaid amount. All extra judicial and legal costs incurred by INTISOLAR in the process of compelling the Purchaser to fulfil its obligations are payable by the Purchaser.

- 5.3. In case of entire or partial non-payment of an invoice on the due date, all other debts, or invoices not yet due on the part of the Purchaser shall become automatically and immediately payable. In such event, INTISOLAR reserves the right to suspend the execution of all current purchase orders, without giving prior notice or paying any compensation to the Purchaser.
- 5.4. INTISOLAR may ask the Purchaser to provide guarantees which are appropriate to ensure that the Purchaser will be able to comply with all engagements made by the Purchaser if in the opinion of INTISOLAR there is a deterioration in the creditworthiness of the Purchaser.

6. Warranties and notice of defects

- 6.1. The Purchaser explicitly agrees with the warranty conditions of INTISOLAR
- 6.2. Upon delivery of the products, the Purchaser shall immediately inspect and examine the delivered products and verify whether the quantity (or any in writing specific and agreed upon specification) of the delivered products correspond to what has been agreed between the parties. Any such non-conformity concerning the products delivered shall be reported immediately in writing by the Purchaser to INTISOLAR and at the latest within ten (10) calendar days following the delivery date. Complaints with respect to such non-conformity are only valid and will only be investigated if the products concerned are not processed, sold or used by the Purchaser and if the non-conformity does not arise from the Purchaser's failure to comply with INTISOLAR 's oral or written instructions as to storage, use or maintenance of the products or good trade practices. Such complaints do not suspend the payment obligation of the Purchaser. Failure to make such claim within the aforesaid timeframe will result in the final acceptance of the products by the Purchaser.
- 6.3. Without prejudice to applicable mandatory legal obligations, the Purchaser shall, upon acceptance of a complaint by INTISOLAR in accordance with article 6.2., only be entitled to a (partial) refund of the agreed price by INTISOLAR . No products may be returned without INTISOLAR 's prior written consent.

7. Liability

- 7.1. INTISOLAR shall have no liability arising out or in connection with the execution of the Agreement unless such liability is a result of an intentional fault of INTISOLAR . INTISOLAR shall not be liable for any other fault (including serious fault).
- 7.2. If INTISOLAR is held liable for any damages, such liability is limited to the invoice value of that part of the purchase order to which the liability pertains. Should the damage be covered by INTISOLAR 's insurance, the liability of INTISOLAR is in any event limited to the amount actually paid by its insurer.
- 7.3. INTISOLAR is not liable for any indirect damages, including but not limited to consequential damage, lost profit, lost savings, or damage to third parties and the Purchaser shall hold INTISOLAR harmless for any third-party claim.

8. Force majeure

INTISOLAR shall be legally released of, and not obliged to comply with, any obligation vis-à-vis the Purchaser in case of an event of force majeure including but not limited to explosion, fire or flood, protests, riot, civil commotion, acts of terrorism, governmental actions, lock-outs, traffic circulation problems, strikes or other industrial action, import or export restraints, embargo, closure of port of delivery/destination, equipment damages, failure of INTISOLAR 's supplier to deliver the products in time to INTISOLAR and any event which prevents the normal supply of its products, as well as similar circumstances that affect INTISOLAR 's subcontractors or suppliers. During such event of force majeure, the obligations on the part of INTISOLAR are suspended for a period equal to the period during which the event of force majeure exists. If the event of force majeure continues for a period of more than three (3) months, INTISOLAR may terminate the suspended part of the agreement with immediate effect by notifying the Purchaser in writing thereof, without any compensation being due. As the obligation of the Purchaser consists mainly out of a payment obligation, the Purchaser shall not have the right to suspend its obligations due to any event of force majeure.

9. Hardship

9.1. Where INTISOLAR proves that the continued performance of the Agreement has become excessively onerous due to an event beyond its reasonable control which INTISOLAR could not reasonably have been expected to have taken into account at the time of the conclusion of the Agreement and that INTISOLAR could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this clause, to negotiate alternative contractual terms which reasonably allow for the consequences of the event.

10. Termination

INTISOLAR has the right to terminate the Agreement with the Purchaser at any time, with immediate effect, without prior notice and without compensation (i) in case the products are seized by a third party; (ii) in case of breach by the Purchaser of one or more of its obligations in case the breach has not been remedied within seven (7) calendar days following a written notice by INTISOLAR ; (iii) if the Purchaser enters into any composition or similar arrangement (formal or informal) with its creditors or is unable to pay its debts, is subject to a procedure of judicial reorganisation or bankruptcy, has a receiver or administrator appointed in respect of its undertaking, assets or income or any part thereof, has passed a resolution for its liquidation, or a request is filed or an order is made by any court for its liquidation or for its administration; or (iv) in case of the occurrence of any event following which it cannot be reasonable expected by INTISOLAR to continue the Agreement. In case of termination, INTISOLAR reserves the right to claim compensation for all costs, interests and damages incurred by INTISOLAR .

11. Intellectual Property

Without prejudice to any written specific agreement stipulating otherwise, all intellectual property rights (owned by INTISOLAR) related to the products remain the sole and exclusive property of INTISOLAR and are not transferred to the Purchaser.

12. Confidentiality

The Purchaser shall not, without INTISOLAR 's prior written consent, reveal to any person or otherwise announce the existence or content of its agreement with INTISOLAR . The Purchaser further acknowledges that during the performance of its agreement it may have access to confidential or proprietary information of INTISOLAR . Such confidential information will remain the sole and exclusive property of INTISOLAR and will not be used by the Purchaser for any purpose other than the discharge of the Purchaser's obligations vis-à-vis INTISOLAR .

13. Miscellaneous

- 13.1 If any one or more of the provisions of the Agreement (including the Conditions), shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. In such case, the parties shall make every effort to make a valid and enforceable agreement in lieu of the ineffective provision, which reflects as closely as possible the provision which has become ineffective.
- 13.2 Failure or delay by INTISOLAR in enforcing or partially enforcing any provision of the agreement, including the Conditions, will not be construed as a waiver of any of its rights under the agreement or Conditions.
- 13.3 The Purchaser may not assign any of its rights or obligations without the prior written consent of INTISOLAR .

14. Applicable law and jurisdiction

- 14.1 All agreements to which these Conditions are applicable, as well as all other agreements that result there from, are exclusively governed by the laws of Belgium, without regard to choose of law rules. The application of the UN Vienna Sales Convention of 11 April 1980 as amended from time to time, is expressly excluded.
- 14.2 All disputes arising out of or connection with the agreements subject to these Conditions, as well as all other agreements that result there from, shall be exclusively submitted to the courts of INTISOLAR .
- 14.3 The parties agree that the Seller shall also have the right, until the date the Purchaser or the Seller has formally initiated proceedings under Clause 14.2, to have any disputes arising out of or in connection with the agreements subject to these Conditions, as well as all other agreements that result there from, finally settled under the under the CEPANIRules of Arbitration by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Brussels, Belgium. The language to be used in the arbitral proceedings shall be English. The parties expressly exclude any application for setting aside the arbitral award