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General Terms and Conditions of Purchase

§ 1 General Scope, Applicability

(1) These General Terms and Conditions of Purchase (GTCP) shall apply to all business relationships with our business partners and suppliers ("vendors"). The GTCP shall only apply if the vendor is an entrepreneur (§ 14 German Civil Code (BGB)), a legal person under public law or a special fund under public law.

(2) The GTCP shall apply in particular to contracts for the sale and/or delivery of moveable objects ("goods"), irrespective of whether such goods are produced by the vendor itself or purchased by it from suppliers (§§ 433, 651 BGB). Unless otherwise agreed upon, the GTCP shall apply in their version applicable at the time of our order, or in any case in its most recent version submitted to the vendor in text form, as framework agreement for similar future contracts, without us having to refer to them again in each individual case.

(3) These GTCP shall apply exclusively. Any deviating, contrary or supplementary General Terms and Conditions of Business of the vendor shall only become a part of the contract if and to the extent that we have explicitly approved their validity. This requirement for consent shall apply in any event, even if, for example, with the knowledge of the General Terms and Conditions of Business of the vendor we accept deliveries from it without reservation.

(4) Individual agreements concluded with the vendor in individual cases (including collateral agreements, supplements and amendments) shall in all cases have precedence over these GTCP. In the absence of proof to the contrary, a written contract or our written confirmation shall be decisive for the contents of such agreements.

(5) Any legally relevant declarations and notifications that the vendor is obliged to make to us after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of cancellation), require the written form in order to be valid.

(6) Any references to the validity of statutory regulations shall be for the purpose of clarification only. Therefore, the statutory regulations shall apply even without such clarification, unless they are modified directly or explicitly excluded by these GTCP.

§ 2 Conclusion of Contract

(1) Our order shall be binding upon written statement or approval at the earliest. The vendor shall inform us of evident errors (e.g. typing or calculation mistakes) and incomplete orders including incomplete order documents for the purpose of correction and/or completion prior to acceptance; otherwise the contract shall not be considered concluded.

(2) The vendor shall be obliged to confirm our order in writing within a period of 5 working days from the order date, or, especially, execute it without reservation by dispatch of the goods (acceptance). A late acceptance shall be considered to be a new offer and must be accepted by us in writing.

(3) Any modifications of the goods that are made in connection with our order shall in each case apply exclusively to the respective individual order. Unless otherwise agreed upon in writing, any such modifications do not result in a change to the product characteristic on which the remaining contracts are based.

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§ 3 Delivery Time and Delayed Delivery

(1) The delivery date stated in the order confirmation by the vendor of the goods shall be binding. Receipt of the goods at the place of fulfilment shall be decisive for the observation of delivery deadlines. In the event that the vendor anticipates not being able to meet the delivery date – irrespective of the reasons - it shall be obligated to inform us of this immediately in writing.

(2) In the event that the vendor should not perform or not perform within the agreed delivery time, or in case of delayed delivery, our rights – in particular rights of cancellation and compensation – shall be determined according to the statutory provisions. The provisions in para. 3 shall remain unaffected.

(3) If the vendor is in default, we shall be entitled – in addition to further statutory entitlements - to claim a lump sum compensation for our damage caused by default in the amount of 0.5% of the net price for each calendar week completed, however not more than 5% in total of the net price of the goods delayed. We shall reserve the right to give evidence that higher damage occurred. The vendor shall be entitled to prove that no damage at all or significantly lower damage occurred.

§ 4 Performance, Delivery, Documents, Passing of Risks, Default of Acceptance

(1) The vendor shall not be entitled to have third parties (e.g. subcontractors) render the services owed by it under the contract without our prior written consent. Unless otherwise agreed in an individual case (e.g. limited to the stock), the vendor shall bear the procurement risk for its performance.

(2) Unless otherwise agreed in an individual case, deliveries shall be made DAP according to Incoterms 2010. The respective place of destination is also the place of performance in respect of the delivery and any possible supplementary delivery (obligation to deliver).

(3) The shipment of goods is to be accompanied by a delivery note and a packing note, in duplicate. Vendor-No., order-no., material description and material-no., batch reference number, gross and net weight in kilograms shall be indicated in all shipping documents and on the outside of the packaging, in addition to this, on all shipping documents quantity and type of packing (disposable or reusable) as well as place of unloading and consignee must also be noted. If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting from this. On the day of dispatch, we must be sent a corresponding advice of shipment with the same content, separately from the delivery note. Submission of the advice of shipment by email shall suffice.

(4) Individual packs must be marked with the material description, material-no., serial-no. and net weight. If and to the extent that we request this in our order, the vendor must use pallets which comply with the IPPC standards.

(5) The vendor shall be required to make a written declaration concerning the customs origin of the goods at least 2 weeks prior to delivery. Vendors with their registered office in Germany or any other EU member state must for all goods that satisfy the EU preferential rules of origin make available to us a supplier's declaration complying with the Regulation (EU) 2015/2447. A long-term supplier's declaration (preferably for one calendar year) shall be permissible in connection with goods with preferential originating status that are delivered on a regular basis and over a long period of time. The vendor must notify us immediately and without request of any change of origin. Upon request, the vendor must affirm its statement on the origin of the goods by means of a confirmed customs information sheet.

(6) The vendor shall be liable for all inconveniences and costs incurred by us resulting from any incorrect or late supplier's declaration, unless the vendor proves that it is not responsible for this.

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(7) At our request, the vendor must immediately procure or provide the certificates of origin required for trade in the goods delivered.

(8) The vendor shall assume responsibility for compliance with all customs- and foreign trade regulations when importing the goods or bringing the goods to Germany (internal market).

(9) Any excess deliveries that were not agreed shall entitle us to either accept the additionally delivered goods with a corresponding price adjustment on the relevant invoice, or to store the goods at the expense of the vendor until their collection by the vendor, or to send them back at the expense of the vendor.

(10) The vendor shall not be entitled to make deliveries to us before the agreed delivery date, unless otherwise agreed by us in writing. In the event that the vendor should, nevertheless, deliver before the agreed delivery date, we shall be entitled to store the consignment at the expense of the vendor until the agreed delivery date, or to send it back at the vendor's expense.

(11) We shall not accept partial deliveries, unless we have given our express agreement.

(12) The risks of accidental loss and accidental deterioration of the object shall pass to us upon handover at the place of performance. If and to the extent that an acceptance procedure has been agreed, such acceptance shall be decisive for the transfer of risks. The statutory provisions of the law on contracts for work and services shall apply analogously in all other respects to an agreed acceptance. The same shall apply to handover and/or acceptance if and when we are in default with acceptance.

(13) The occurrence of delays in delivery by us shall be determined in accordance with statutory provisions. The vendor must, however, also expressly offer us its services, if for an action or cooperation we were supposed to undertake (e.g. provision of material) a specific calendar date had been agreed. If we are in default of acceptance, the vendor shall be entitled to demand compensation for additional expenditure under the statutory provisions (§ 304 BGB). If and to the extent that the contract concerns unreasonable objects (individual production according to specification) that are to be produced by the vendor, the vendor shall only be entitled to further rights in cases where we are obligated to provide assistance and are responsible for the failure to provide such assistance.

§ 5 Prices and Terms of Payment

(1) The price indicated in the order shall be binding. All prices are including the statutory Value Added Tax, if the VAT is not stated separately.

(2) Unless otherwise agreed in an individual case, the price shall be inclusive of all services and ancillary services of the vendor (e.g. assembly, installation) as well as all additional costs (e.g. proper customary packaging, transport costs including any transport- and liability insurance, carriage- and warehouse charges as well as any customs duties). The vendor shall be obliged to take back and dispose of the packing material at its own expense, if we call on it to do so up to the payment of the delivery.

(3) We may only process invoices if – according to the specifications in our order – they include the order number specified therein. Furthermore, all invoices must contain a clear specification of the delivery invoiced in terms of quantities, measurements and weight as well as, in the case of deliveries of photovoltaic modules, the corresponding performance parameters. The vendor shall be responsible for all consequences arising from failure to observe these obligations, unless it is able to prove it is not responsible for these consequences.

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(4) For purposes of community trade statistics and preference calculation, invoices must state for all goods the relevant eight-digit good number (according to the current Commodity Classification for Foreign Trade Statistics).

(5) Furthermore, invoices may only be processed by us if the ordering department, the order number as well as the date of the order are stated therein.

(6) Invoices shall be sent separately from the shipment directly to the invoicing address stated in the order. The vendor shall be obligated to submit invoices in duplicate. Invoices must be fully auditable; copies are to be marked separately. Furthermore, the vendor shall be obligated to submit invoices concerning monthly supplies to us at the latest by the 3rd working day of the month following delivery. In the event of deviations in weight and performance parameters, only the weights and performance parameters measured by us shall be accepted. Invoices shall be issued on the basis of the quantities, measurements, performance parameters and units determined by us. The vendor shall be entitled to provide proof of quantities, measurements, performance parameters and units determined by itself.

(7) Unless otherwise agreed in the individual case, the agreed price shall be due for payment within 30 calendar days following complete delivery and performance (including, if applicable, any acceptance of delivery/performance that might have been agreed) as well as receipt of a proper invoice including the details specified under paragraph (3). If we make payments within 14 calendar days, the supplier shall grant us an early payment discount of 3% of the net invoice amount. For bank transfers, payment shall be deemed punctually performed if and when our remittance order has been transmitted to our bank before expiry of the period for payment; we shall not be responsible for any delays caused by the banks involved in the payment cycle. In the event of an early acceptance of performance, the period for payment shall not commence until delivery according to order and receipt of an invoice complying with the aforementioned requirements.

(8) We shall not owe any maturity interest. For delay in payment, the statutory provisions shall apply.

(9) We shall be obliged to accept COD shipments. Any costs incurred in connection with COD shipments shall be borne by the vendor.

(10) We shall have netting rights, the right to withhold payment as well as the right to defence by reason of non-fulfilment of the contract within the statutory limits. In particular, we shall be entitled to withhold payments as far as and for as long as we are still entitled to such claims against the vendor due to incomplete or defective performance.

(11) The vendor shall be entitled to offset and to assert its right to withhold payment only insofar as its counterclaims are legally established or undisputed.

§ 6 Confidentiality and Retention of Title

(1) We shall reserve all ownership rights and copyrights relating to images, plans, drawings, calculations, instructions, product descriptions and other documents. Documents of this kind shall be used exclusively for the contractual performance, and shall be returned to us unrequested after completion of the contract. Documents must not be disclosed to third parties, even after expiration and termination of this contract. The obligation to maintain confidentiality shall not lapse until and to the extent that the knowledge contained in the documents made available has become generally known.

(2) The aforementioned provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as tools, templates, samples and other items that we provide to the vendor for production. Items of this kind – except where they are processed – shall be kept separately by the vendor at its expense and are to be adequately insured against fire, water and theft. The vendor already now assigns to us all rights to claim compensation

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from this insurance; we shall hereby accept the transfer of these rights. The vendor shall be obligated to notify us immediately of any disruptions; in the event that the vendor culpably fails to meet this obligation, claims for damages shall remain unaffected.

(3) Processing, mixing or combining (further processing) by the vendor of the items made available shall be carried out in our name and on our behalf. The same shall apply to the further processing of the delivered goods by us, with the result that we are deemed manufacturer and shall obtain ownership of the product according to the statutory provisions with such further processing at the latest.

(4) The title to the goods shall be transferred to us unconditionally and regardless of whether the payment of the purchase price has been made. If, however, in an individual case we should accept an offer of the vendor where transfer of title is subject to payment of the purchase price, the vendor's rights to retention shall cease to exist upon payment of the purchase price for the delivered goods at the latest. We shall remain entitled to resell the goods in the ordinary course of business even prior to payment of the purchase price, subject to the assignment in advance of the claims arising therefrom (alternatively, application of the simple retention of title and the extended retention of title relating to resale). Therefore, all other forms of retention of title, in particular an expanded, transferred, and the extended retention of title relating to resale shall, in any case, be excluded.

§ 7 Property Rights

(1) The vendor guarantees that in connection with its delivery no third party rights shall be infringed, provided the vendor is responsible for this.

(2) In the event that a claim is asserted against us by a third party based on the violation of property rights relating to the goods, the vendor shall be obliged to indemnify us from such claims upon first written request; this obligation is subject to the condition that it is directly attributable to the vendor. We shall not be entitled – without the consent of the vendor – to make any agreement with such third party, in particular to agree on a settlement.

(3) The vendor's duty to indemnify, which in the case of a fault on the part of the vendor exists, shall apply to all expenses which are necessarily incurred by us through or in connection with the claims asserted by a third party.

§ 8 Changes in Quality – Quality Assurance - Tests

(1) In the event that any of the vendor's starting materials, which are essential for the contractually assured quality, should change during the performance of the contract or compared to previous deliveries of the same goods or if the production method is changed, the vendor shall be obliged to notify us of this immediately.

(2) If the vendor should violate its obligations set forth under paragraph (1), it shall be obliged to compensate us for any damages arising therefrom. Moreover, we shall in such case be entitled to withdraw from the contract.

(3) The vendor shall carry out and maintain an effective quality assurance procedure, and, upon our request, furnish evidence thereof. At our request, the vendor shall use a quality assurance system according to DIN ISO 9000 ff., or equivalent.

(4) The vendor shall be obliged to keep a record of all the essential quality assurance measures. Furthermore, the vendor shall be obliged to keep records of all tests respectively, which have been carried out within the context of this quality assurance agreement. Such documents shall be kept for ten years after their production. The vendor agrees that we shall have access to such records.

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(5) We shall reserve the right to undertake, after giving advance notice, quality audits at the vendor's premises during normal business and operating hours. These shall serve the purpose of proving the efficiency and precision of the quality assurance system. Conducting such audits shall not affect any of the vendor's liabilities applicable by virtue of the contractual agreement or the provisions of the law relating to the quality of the manufactured and delivered products, unless a deterioration of quality should result from a specification made by us.

(6) The vendor is under an obligation to agree a quality assurance system of the same type also with his suppliers.

(7) If in the past issues of quality occurred, we shall also be entitled to undertake occasional, unannounced inspections or tests.

(8) Inspections or tests shall be carried out by staff of our quality assurance department, who are obligated to maintain confidentiality towards third parties.

(9) In case of a secret manufacturing process or secret control procedures, the inspection and tests shall be limited to a control of results of a sufficiently high amount of units, provided that our control rights are preserved by this. In the event that a satisfactory inspection or tests can only be carried out upon receipt of confidential information, conformity with quality standards shall be examined by a qualified expert of the inspection agency TÜV, who is to be nominated by its management. The result of such inspection shall be submitted to both parties.

(10) If any specific tests and inspections have been agreed, the vendor shall notify its readiness for testing at least one week in advance and shall agree a test date with us. If on the agreed test date the contractual object is not ready for testing for reasons that the vendor is responsible for, or if defects of the contractual object require repeated or additional tests, the vendor shall indemnify us for all costs resulting from this.

(11) If the vendor has to furnish proof of the material characteristics or testing, the vendor shall bear the respective costs. Evidence of compliance with the agreed material characteristics and/or test certificates must be available at the time of delivery.

(12) Tests and the presentation of proof thereof shall not affect our acceptance- and warranty rights applicable by virtue of the contractual agreement or the provisions of the law.

§ 9 Defective Delivery

(1) In terms of our rights regarding material defects and defects of title concerning the goods (including wrong delivery or shortfall in deliveries as well as incorrect assembly and inadequate assembly-, operating- instructions or user manuals) and other breaches of duty by the vendor, the statutory provisions shall apply, unless agreed otherwise in the following.

(2) According to the statutory provisions, the vendor shall in particular be liable for the goods having the agreed property and conditions at the time that the risks are passed to us. In any case, those product descriptions that – in particular due to identification or reference in our order – are the subject matter of the respective contract or are incorporated in the contract in the same way as these GTCP, shall have validity as an agreement on the properties and conditions of the goods. In this context, it shall be immaterial whether such product description originates from us, the vendor or the manufacturer.

(3) Notwithstanding § 442 para. 1 clause 2 BGB, we shall be entitled to unrestricted warranty claims even if the defect remained unknown to us upon conclusion of the contract as a result of gross negligence.

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(4) In respect of our commercial duty of examination and notification of defects, the statutory provisions (§§ 377, 381 German Commercial Code (*HGB*)) shall apply subject to the following conditions: Our obligation to inspect shall be limited to defects that become apparent during our incoming goods inspection by means of external examination, including shipping documents, and that are revealed during our quality control by way of random sample test procedure (e.g. transport damage, wrong deliveries and shortfall in deliveries). Insofar as an acceptance procedure has been agreed, the obligation to examine goods shall not apply. Furthermore, it shall depend on the extent to which examination is expedient according to proper business procedures, taking into account the particular circumstances of the individual case. Our obligation to notify defects which are discovered later shall remain unaffected. In all cases, our complaint (notice of defect) shall be deemed prompt and in due time if it is received within 2 weeks by the vendor.

(5) Any expenses incurred by the vendor for purposes of inspection and supplementary performance (including any removal and installation costs incurred) shall be borne by the vendor even if it should be established that there was in fact no defect. In the event of an unjustified request to eliminate a defect, our liability for damages shall remain unaffected; to this extent we shall, however, only be liable if we were aware, or were not aware due to gross negligence, that a defect did not exist.

(6) If the vendor does not fulfil its obligation of supplementary performance – at our option either by remedy of deficiencies (rectification) or by delivery of goods free from defects (replacement) – within an adequate period stipulated by us, we shall be entitled to remedy the defect ourselves and demand from the vendor reimbursement of the necessary expenditures or an appropriate advance payment. In the event that the supplementary performance by the vendor fails or is not reasonable for us (e.g. on account of particular urgency, due to posing a hazard to operating safety or imminent occurrence of disproportionate damages), stipulation of a deadline shall not be required; we shall inform the vendor of such circumstances immediately, if possible, in advance.

(7) Furthermore, in the event of material defects and defects of title we shall be entitled to a reduction of the purchase price or withdrawal from the contract according to the statutory provisions. Moreover, we shall be entitled to claims of compensation for damages and reimbursement of expenses in accordance with the provisions of the law.

(8) Payment of the agreed or invoiced price shall not constitute acceptance of the delivery as contractually compliant and free from defects.

§ 10 Supplier Recourse

(1) In addition to our claims for defects, we shall be entitled without restriction to our statutory rights of recourse within the supply chain (supplier recourse according to §§ 478, 479 BGB). We shall in particular be entitled to demand precisely such kind of supplementary performance (rectification or replacement) from the vendor as we owe to our customer in the individual case. Our statutory right to choose (§ 439 para. 1 BGB) shall not be restricted by this.

(2) Before accepting or fulfilling a claim of defect asserted by our customer (including reimbursement of expenditure pursuant to §§ 478 para. 2, 439 para. 2 BGB), we shall inform the vendor, providing a short explanation of the facts, and ask it for a written statement. In the event that a statement is not submitted within an adequate period of time and if no mutual solution is brought about, the claim of defect actually granted by us shall be deemed to be owed to our customer; in this case, it shall be incumbent upon the vendor to provide proof to the contrary.

(3) Our claims of recourse against the vendor shall also apply in cases where goods were further processed by us or one of our customers, e.g. by integrating them in another product, before being sold to a consumer.

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§ 11 Manufacturer Liability

(1) If the vendor is responsible for a product defect, it shall be obliged to indemnify us against any third party claims insofar as the cause of the defect lies within its sphere of authority and organisation and the vendor itself is liable in any dealings with third parties.

(2) The vendor's indemnity obligations shall include the expenses according to §§ 683, 670 BGB arising from or in connection with claims of third parties, including product recalls effected by us. We shall inform the vendor on the contents and extent of product recalls – as far as this is possible and reasonable – and give the vendor the opportunity to make a statement. Any further statutory claims shall remain unaffected.

(3) The seller shall conclude and maintain a product liability insurance with a lump sum amount of coverage of at least EUR 10 million per case of damage to person/property.

§ 12 Limitation Periods

(1) Unless otherwise stipulated in the following, the reciprocal claims of the parties to the contract shall become statute-barred in accordance with the legal provisions.

(2) Notwithstanding § 438 para. 1 clause 3 BGB, any claims in respect of defect in quality shall be subject to a general limitation period of 3 years from passing of risks. If performance is subject to acceptance, the period of limitation shall commence from the date of acceptance. The 3-year limitation period shall apply mutatis mutandis to any claims in respect of defect in title, whereby the statutory limitation period regarding third party claims for return based upon a property right (§ 438 para. 1 clause 1 BGB) shall remain unaffected; beyond this, in no case shall any claims resulting from defect in title be subject to a limitation period as long as the third party can still – in particular in the absence of limitation – assert the right against us.

(3) The limitation periods under statutory sales law, including the aforementioned extension, shall – within the statutory limits – apply to all contractual claims for defects. To the extent that we are also entitled to non-contractual claims for damages due to a defect, the statutory limitation period (§§ 195, 199 BGB) shall apply to this, unless in the individual case the application of the limitation periods under sales law should give rise to a longer limitation period.

§ 13 Final Provisions

(1) The language of the contract shall be German. Should there be differences of any kind between the foreign-language version and the German version, the German version shall prevail.

(2) These GTCP and the contractual relationship between us and the vendor shall be governed by the laws of the Federal Republic of Germany, to the exclusion of any international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods. For the interpretation of trade terms, Incoterms 2010 shall apply.

(3) If the vendor is a merchant, a legal person under public law or a special fund under public law, the exclusive – and international – place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship shall at our discretion be Potsdam or the registered office of the vendor, for actions of the vendor the place of jurisdiction shall be Potsdam. The same shall apply if the vendor is an entrepreneur as defined by § 14 BGB. Overriding mandatory provisions of the law, in particular exclusive jurisdiction, shall remain unaffected.

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(4) Should individual provisions in these GTCP or within the framework of other agreements be or become ineffective, this shall not affect the validity of any of the remaining provisions or agreements. In case of an ineffective provision, it shall be deemed replaced by a provision which best reflects the parties' intent and the economic purpose of the contract.

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