

# General Terms and Conditions for Solar Module Transactions

## 1. General

- 1.1. These General Terms and Conditions for Solar Module Transactions (“GTC”) shall apply solely to the Purchase Orders (“PO”) entered into by and between Seller (“Seller”) and Seller’s client (“Buyer”) that explicitly make reference to these GTC. Seller and Buyer may hereinafter individually be referred to each as a “Party” and jointly as “Parties”.
- 1.2. 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.
- 1.3. These GTC shall be incorporated by reference in all PO issued hereunder. Each PO upon mutual execution by the Parties hereunder, together with its Exhibits (including these GTC and Warranty), shall constitute a separate binding agreement between the Parties (collectively referred as “Agreement”), and both Parties shall be fully liable for all obligations arising thereunder pursuant to this Agreement.

## 2. Price and Payment terms

- 2.1 Unless agreed otherwise, Price in the PO should include: (a) standard packaging and (b) transportation cost for delivery of Goods if such cost should be borne by Seller pursuant to the applicable trade term (“Trade Term”). Any Trade Term defined in the PO shall have the meaning given to them in the Incoterm 2020. The Price does not include value added tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied (“Taxes”) and in relation to the Goods or the delivery thereof. The amount of any Taxes levied in connection with the sale of the Goods to Buyer shall be for Buyer’s account and shall be added to each invoice or separately invoiced by Seller to Buyer.
- 2.2 Buyer shall pay Seller the total amount under the PO, which are as set out in the PO agreed by both Parties, in accordance with the payment terms under the PO, to the bank account that is designated by Seller.
- 2.3 All payments shall be made without any deductions on account of any taxes and free of set-off or any other counter claims.
- 2.4 The open account payment terms only become applicable when the credit line issued for Buyer from Sinasure or an equivalent credit insurance company exceeds the PO amount. Nevertheless, if the credit line provided by Sinasure falls short of the total open account payment for each PO, Buyer is responsible for covering the deficit, including any applicable taxes, through a bank transfer (T/T) no later than 15 business days before the Shipment Date for the related Products.

2.5 If Seller, for objective reasons, is unable to secure a credit limit for Buyer, Buyer must pay the outstanding amount or open a letter of credit for the outstanding amount within 5 days after receipt of Seller's notification. Failure to comply will lead to Seller being relieved of delivery responsibility.

### 3. Package

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 when placing the PO, and shall provide 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.

### 4. Products

Products furnished under the PO shall be in accordance with IEC standards. 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 Goods 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. Delivery

- 5.1 Seller shall deliver the Goods to Buyer at the destination specified in the PO no later than the Customer Requested Delivery Date ("CRD"). If Buyer delays in any payment hereunder, then (a) upon notice to Buyer (i) Seller is entitled to correspondently suspend delivery of the Goods and (ii) the CRD of the affected Goods is extended in correspondence to the period of such suspension and (b) Buyer shall indemnify and hold harmless Seller for all reasonable costs incurred by Seller arising from such breach by Buyer, including but not limited to storage fees, demurrage, etc.
- 5.2 Buyer shall take the goods in time when it's delivered, otherwise, if Buyer fails to take in time or refuse to take the goods arbitrarily, Buyer shall bear the warehousing costs, handling costs, and other associated expenses occurs to Seller. Besides that, Seller reserves the right to cancel the relevant PO with no refund of the down payment.

### 6. Transfer of Risk and Title

Risk of loss of, or damage to, the Goods will pass to Buyer when Goods are delivered. Notwithstanding anything in these GTC to the contrary, Buyer irrevocably agrees and confirms that, Seller retains title to the Goods until Buyer has paid the amount of the PO in full.

### 7. Inspection and Warranty

Buyer is required to inspect the Goods for quantity and appearance at the date of delivery. If any parts are found to be missing, Buyer must promptly issue written notice. It's important to note that any notices of missing parts submitted after the delivery date will not be considered valid. And Buyer shall sign or issue the Proof of Delivery (POD) on the date of delivery. Additionally, if the Goods exhibit any quality defects, Buyer is obligated to provide written notice within 7 days following the date of delivery ("Inspection Period").

In the case of partial deliveries, this notice requirement applies to the respective portion of the delivery.

If the defect is solely attributed to the Seller, Seller shall have the right to choose the following handling method to make good: 1). Repair the defective goods; 2). Return and exchange the defective goods; 3). Withdraw the defective goods and issuing refund. Failure by the Buyer to raise any objections within the Inspection Period shall result in the Goods provided by the Seller being deemed as meeting the quality standards (and thus accepted by the Buyer).

The Goods will be subject to the warranty policy (Limited Warranty- Module Warranty N-type ABC series) provided by the Seller.

If Goods experiences a quality issue during the warranty period and both Parties agree to replace the Goods, the warranty period for the replaced Goods will be determined based on the remaining warranty of the original Goods before the replacement occurred.

Subject to Seller's prior written consent, Buyer may transfer the warranty to a third party provided that the original warranty terms remain unchanged and, if already installed, the Goods remain intact in the 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 Goods 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 Goods 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 Goods 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 Goods 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 Goods 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 Goods within the time limit as mentioned above, the quality of the Goods 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. Liquidated Damages

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.

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.

If the Seller fails to deliver on time, the Buyer may impose a liquidated damage charge of 0.1% of the delayed delivery amount per working day. The Seller's total liquidated damages, including those for delays and non-performance, shall be limited to 3% of the value of the delayed portion of the purchase order. Once this limit is reached, the Seller has the right to terminate the purchase order without any further liability.

## 9. Limitation on 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.

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 one hundred percent (100%) of the total value of this PO.

## 10. 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.

## 11. 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 these GTC or 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.

## 12. Intellectual Property

12.1 Seller is entitled to mark serial numbers and other marks on the Goods at its sole discretion, additionally, Seller has the right to utilize the appropriate trademark or the name of an affiliated company.

12.2 Prohibition of Counterfeit Products:

During the term of this Agreement, Buyer commits to ensuring that both Buyer and any of its affiliated entities, employees and its clients do not harm the brand reputation or the lawful rights and interests of Seller while dealing with third-party branded products. Furthermore, Buyer shall refrain from acquiring, manufacturing, or selling counterfeit or infringing products bearing Seller's trademarks.

12.3 Buyer guarantees its full respect for Seller's Intellectual Property Rights (hereinafter referred to as "IPR") and agrees not to remove or substitute any legitimate trademarks and markings on Seller products. This includes, but is not limited to, Seller's trademarks, service marks, company names, or any special warnings affixed to the products. Additionally, Buyer will not make unauthorized alterations to the design of Seller's registered trademark for any purpose. The registered trademark of Seller will not be applied to products, articles, or services beyond the approved scope of use.

12.4 Buyer is strictly prohibited from engaging in or assisting others in any activity that would infringe upon Seller's IPR. This includes, but is not limited to, manufacturing or selling counterfeit products, forging certificate labels, falsifying factory inspection reports, forging Seller seals, passing off products from other manufacturers as Seller products for sale or construction, or distributing defective products.

12.5 No infringement of Seller brand:

Buyer is expressly prohibited from registering, either directly or indirectly, any identical or closely resembling trademarks containing "Aiko" or other similar text patterns. Furthermore, Buyer shall not adopt "Aiko" as the name for its business (trade name/shop name). Any unlawful use of a trade name in this regard will result in legal action being taken by Seller against Buyer.

12.6 Third party infringement:

In the event that any unauthorized activities by third parties are discovered, which infringe upon Seller's IPR or pose a threat to Seller's interests, Buyer is obliged to promptly report such incidents to Seller, providing accurate information. Furthermore, Buyer is expected to actively cooperate with Seller in investigating and resolving the issue. This cooperation may involve providing pertinent evidence, assisting in the collection of information, and working closely with Seller to appropriately address the matter. By fulfilling these responsibilities, Buyer aids in safeguarding Seller's IPR and overall interests, while contributing to a collaborative approach to addressing any infringements or violations.

#### 12.7 Third party's claim against Seller:

Any infringement of Seller's IPR will be exclusively handled and addressed by Seller. Buyer is not authorized to negotiate or resolve any disputes related to IPR infringement on behalf of Seller. Buyer should immediately report any suspected or witnessed IPR infringement to Seller, allowing Seller to take the required measures to protect its rights. This delineation of responsibilities ensures that IPR-related disputes are managed appropriately, and Seller retains control over the legal and strategic decisions regarding such matters.

### 13. 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.

### 14. Governing Law

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.

### 15. Export Control

15.1 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.

15.2 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. Miscellaneous

16.1 No change, amendment or modification of these GTC or the PO shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

16.2 No provision of these GTC shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

16.3 Neither Party shall make any public announcements regarding this Agreement nor the transactions contemplated hereby without the other Party's prior written approval, which approval shall not be unreasonably withheld or delayed.

16.4 These GTC takes effect and gets binding to both Parties simultaneously when the PO referencing these GTC gets effective.