

TERMS AND CONDITIONS

GENERAL

1. These Greencells Group general terms and conditions for the purchase of goods and services (“Terms and Conditions”) shall apply to procurement of Goods and Services by a GC Company from Suppliers.
2. The general provisions of Part A of the Terms and Conditions shall apply to all procurement by a GC Company of goods and services.
3. If the procurement relates to the provision of Services to a GC Company, the specific terms and conditions of Part B shall apply together with the general provisions of Part A, unless specifically provided otherwise.
4. If the procurement relates to the purchase of Goods by a GC Company, the specific terms and conditions of Part C shall apply together with the general provisions of Part A, unless specifically provided otherwise.
5. If the procurement relates to the provision of Services to a GC Company AND the purchase of Goods by the same, the specific terms and conditions of Part B and Part C shall apply respectively together with the general provisions of Part A, unless specifically provided otherwise.
6. If the procurement relates to purchase of solar modules, the specific terms and conditions of Part D shall apply together with the general provisions of Part A and specific terms and conditions of Part C, unless specifically provided otherwise.
7. In the event of a conflict or inconsistency between terms and conditions of different parts of this Terms and Conditions, the order of priority is:
 8. specific terms and conditions of Part D (in respect of procurement of solar modules);
 9. specific terms and conditions of Part B and Part C (as the case may be);
 10. general provisions of Part A.
11. Supplier has read and understands these Terms and Conditions and agrees that Supplier’s written acceptance of or its performance in relation to a Purchase Order shall constitute Supplier’s acceptance of these Terms and Conditions.

PART A – GENERAL PROVISION

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 DEFINITION

1.1.1 Accepted: shall have the meaning given to it under clause 23 and below and Acceptance shall be construed accordingly but shall not imply the absence of a defect or nonconformity of the Deliverables. In the event that the Contract relates to the provision of Services (see Part B), “Acceptance” shall mean acceptance by the Purchaser of the Services through (i) in case of time and material projects, the signing of a timesheet or (ii) in case of fixed price projects, the acknowledgement by the Purchaser that a payment milestone as set out in the relevant Supply Contract has been successfully reached in accordance with clause 23; and “Accepted” shall be construed accordingly.

1.1.2 Acceptance Tests: such tests as may be conducted from time to time by the Purchaser on the Deliverables in order to verify that they meet the relevant specifications to facilitate Acceptance.

1.1.3 Affiliates: shall mean in relation to any Party, any person which Controls or is Controlled by that Party or which is Controlled by any person which Controls that Party;

1.1.4 Control: the possession, directly or indirectly, of the right or power to direct or cause the direction of the management policies of a person either by contract or through ownership of shares or securities carrying a majority of the votes ordinarily exercisable by the holders of all such shares or securities or through the ability to appoint the majority of the directors or other governing officers of a person or through ownership of shares or other securities which carry the right to receive the greater part of the income of such person (if all its income were to be distributed) or the right to receive the greater part of the assets of such person (if all its net assets were to be distributed) or howsoever otherwise and “Controlled” shall be construed accordingly.

1.1.5 Applicable Law: the governing laws and all statutes, laws, regulations, ordinances, rules, codes, decrees, directives, and administrative orders of an authority of any nation, governmental union, federation or other association of nations, whether in existence as of the Effective Date or enacted during the term of the relevant Supply Contract, which are or may be mandatorily applicable to the obligations of a Party under these Terms and Conditions and/or the Supply Contract, respectively.

1.1.6 Business Day: a day other than a Saturday, Sunday or public holiday when banks are open for business in the state where the Project is located or, where no Project is related, in Saarbrücken, Germany.

1.1.7 Confidential Information: all information disclosed, whether in writing, verbally or by any other means and whether directly or indirectly, by Purchaser to Supplier whether before or after the date of the Supply Contract including, without limitation, all contracts, any information relating to the Purchaser's products, operations, processes, plans or intentions, know-how, financial or credit status, design rights, trade secrets, market opportunities and business affairs or those of its clients or other contacts.

1.1.8 Contract Price: the amount determined in the Supply Contract to be paid to the Supplier in consideration for supply of Goods and/or Services by the Supplier.

1.1.9 Defect or Defective: any error, defect or omission in Deliverable or any part thereof including any damage to the Goods or non-conformity of any of the Goods or Services or any parts thereof with any of the Warranties given under clause 24 (in respect of Services) and 33 (in respect of Goods).

1.1.10 Deliverables: The Goods and/or Services to be delivered by Supplier to the GC Company.

1.1.11 Delivery Schedule: a schedule included in the Purchase Order for delivery of Goods and/or performance of Services, or otherwise determined in accordance with clause 5.1.

1.1.12 Documentation: the instructions, manuals, drawings etc. in relation to the Goods delivered by Supplier, in hardcopy or electronic form.

1.1.13 Force Majeure Event: any of the following events:

(A) extreme weather conditions including fires, earthquakes, floods, storms, lightening;

(B) war, terrorism, riot, insurrection, vandalism or sabotage;

(C) strike, lockout, riot, civil disturbance, embargo;

(D) law, rule or regulation of any government or governmental agency, executive, judicial or administrative body including changes to the Applicable Laws and Regulations which materially affect the feasibility of the Project; and

(E) any other similar events,

provide that such event is unforeseen by and beyond the control the affected Party and occurs without the fault of negligence of the affected Party.

1.1.14 GC Company/Purchaser: a company of Greencells Group ordering Goods and/or Services from Supplier (as indicated on the Purchase Order).

1.1.15 Goods: the equipment, components, goods, materials and spare parts to be provided by Supplier under the Supply Contract; whether specified in the Supply Contract or required in practice for provision of specified Goods and/or Services.

1.1.16 Greencells Group: (i) Greencells Group Holdings Limited, (ii) the holding company of Greencells Group Holdings Limited, (iii) a direct or indirect subsidiary of Greencells Group Holdings Limited, (iv) a subsidiary of the holding company of Greencells Group Holdings Limited, (v) Greencells GmbH, or (vi) a direct or indirect subsidiary of Greencells GmbH.

1.1.17 Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, and the right to sue for passing off or unfair competition, rights in designs, rights in computer

software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.1.18 Personnel: the employees and/or subcontractors or consultants of Supplier and/or any third parties engaged by Supplier and the employees of the Purchaser in the performance of the Supply Contract.

1.1.19 Project: a project developed or constructed by a Greencells Group company for the purpose of which a GC Company is procuring the Goods and/or Services, whether such purpose is explicitly mentioned in the Supply Contract or implied in Parties' intention.

1.1.20 Purchase Order: any order for the purchase of Goods and/or Services issued by a GC Company to Supplier.

1.1.21 Services: services to be provided by Supplier as (i) specified in the Supply Contract; (ii) explicitly or implicitly required for provision of services specified in the Supply Contract; or (iii) required for provision of Goods.

1.1.22 Site: the site where the Project is located, in accordance with the site layout in the Project documents.

1.1.23 Subsidiary and Holding Company: A company is a "subsidiary" of another company, its "holding company", if that other company.

1.1.24 Time for Completion: means the time for completing all work which is stated in the Supply Contract as being required for the Works to be considered to be completed.

1.1.25 Works: means all the work to be performed by the Supplier under a Supply Contract, including both provision of Goods and Services.

1.1.26 Supplier: shall mean the potential counterparty or counterparty of a GC Company, from which that GC Company supplies Goods and/or Services.

1.1.27 Supply Contract: any contract formed by a GC Company's acceptance of a Purchase Order or any contract signed by a GC Company and Supplier for the purchase of Goods and/or Services.

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

1.3 Unless otherwise specified, reference to clauses in each part is to clauses of that part.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 This Terms and Conditions shall be binding on, and enure to the benefit of, the Parties and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2. APPLICABILITY

2.1 These General Provisions are applicable to all legal relationships of any of the GC Companies acting as a potential or actual Purchaser of Goods and/or Services.

2.2 No variation of these General Conditions shall be effective unless expressly stipulated and agreed in writing.

3. PURCHASE ORDERS

3.1 GC Company shall issue a Purchase Order for Goods to Supplier. The acceptance of a Purchase Order by Supplier is expressly limited to the terms of the Purchase Order, to these Terms and Conditions as well as to an existing framework supply agreement, as the case may be. Unless agreed by the parties in writing, any additional or different terms and conditions are

expressly excluded and shall not form part of any Supply Contract. Each Purchase Order accepted by Supplier pursuant to clause 3.2 will constitute a separate and individual Supply Contract. In the case of discrepancy or inconsistency between a Supply Contract and these Terms and Conditions, the Supply Contract shall prevail over these Terms and Conditions.

3.2 Supplier will forward a written acceptance of the Purchase Order within ten (10) Business Days after Supplier's receipt of said Purchase Order. In any event any performance by Supplier in relation to a Purchase Order will constitute acceptance of such Purchase Order. In the event that Supplier does not forward a written acceptance or does not start performance in relation to a Purchase Order within ten (10) Business Days after Supplier's receipt of the Purchase Order, Purchaser shall be entitled but not obliged, to revoke such Purchase Order without incurring any liability to Supplier.

3.3 If reference is made by the Purchaser in the Supply Contract to technical, safety, quality or other types of requirements, specifications and/or regulations which are not attached to the Supply Contract, these shall form part of the Supply Contract and it shall be assumed that Supplier is aware thereof, unless Supplier informs Purchaser immediately to the contrary in writing. Where such a reference is made, Purchaser shall provide Supplier with a copy of these requirements, specifications and/or regulations.

3.4 Deliverables shall comply with the applicable drawings, designs, specifications and technical requirements of the Project and it shall be assumed that Supplier is aware thereof, unless Supplier informs Purchaser immediately to the contrary in writing. Where such a reference is made, Purchaser shall provide Supplier with a copy of these requirements, specifications and/or regulations.

4. PRICE AND PAYMENT

4.1 The payment for Deliverables shall be based on the term of delivery specified in each Purchase Order. Where no delivery term is specified, the Deliverables shall be delivered to Purchaser on DDP (Incoterms 2010) the Site, exclusive of VAT.

4.2 In consideration for supply of Deliverables, Purchaser shall pay the Supplier the Contract Price. The Contract Price shall be final and inclusive of all costs according to the delivery term.

4.3 The Purchaser shall pay all undisputed amounts under the Supply Contract to the Supplier in accordance with the payment milestone as set out in the Supply Contract and within 30 Business Days after all below conditions are satisfied (or, if the last day of such 30 day period does not fall on a payment run date, the date of the Purchaser's next payment run immediately following the expiry of such 30 day period) and documents submitted:

4.3.1 Supplier has achieved all of the works listed under the corresponding supply milestone;

4.3.2 The Works and/or Goods are accepted by Purchaser in accordance with clause 23 and 34.

4.3.3 Supplier has submitted a tax valid invoice related to the corresponding payment milestone which shall include the data as set out in clause 4.5 and relevant clauses in Part B, C or D; and

4.3.4 Any additional requirement or document referred to under the Supply Contract as a condition to the payment.

4.4 If payment is late, the Purchaser shall not be in default, and no interest shall be applicable, until it has received a notice of default from Supplier in which it is granted a reasonable period for performance of its payment obligations under the Contract.

4.5 Each invoice shall (i) bear the date of the last day of the calendar month in which Acceptance of the corresponding supply milestone occurred; (ii) cross refer to the Purchase Order/Supply Contract to which it relates; (iii) specify the price per unit, (iv) specify the amount of VAT and the total amount due and (v) be sent following Acceptance of the corresponding supply milestone. Each invoice shall meet the requirements set forth in § 14 of German VAT law (UStG). If the invoice does not meet the requirements set forth in this clause 4.5, the Purchaser may refuse to pay the invoice without any statutory interest or other costs being due.

4.6 Prices for the Deliverables are fixed and no increase in the price specified in the Supply Contract may be made for any reason without Purchaser's prior written consent.

4.7 No payment of, or on account of, the price shall constitute any admission by the Purchaser as to proper performance by Supplier of its obligations under the Supply Contract.

4.8 The Purchaser is entitled to set-off the amounts due to Supplier under any Contract with any and all amounts owed by Supplier to the Purchaser and/or any of the Greencells Group companies for any reason whatsoever. The Supplier may not set-off any amounts due to the Purchaser under any Supply Contract with any amounts owed by Purchaser and/or any of the Greencells Group companies for any reason whatsoever.

4.9 In the event that Supplier fails to perform properly its obligations under the Supply Contract, all extrajudicial costs, explicitly including costs incurred in respect of drafting and sending demands for performance, conducting settlement negotiations and other acts in preparation of potential legal proceedings as well as all judicial costs which the Purchaser incurs as a result of Supplier's non-performance shall be borne by Supplier.

5. DELIVERY

5.1 Time is of the essence under the Supply Contract. The Supplier shall deliver the Deliverables in accordance with the Delivery Schedule and complete the Works by the Time for Completion. Where such schedules and dates are stated as approximate or are not specified, Purchaser may by written notice to Supplier specify a Delivery Schedule and the Time for Completion, for the purposes of which time shall be of the essence.

5.2 If Supplier is, or is likely to be, unable to effect delivery of the Goods and/or perform the Services on or by the date so specified, Supplier shall promptly give written notice to a duly authorized Purchaser's representative of the relevant circumstances together with a date upon which Supplier reasonably expects to be able to perform the Supply Contract. This notice does not relieve Supplier from its obligations under the Supply Contract and/or its liabilities due to resulted default.

5.3 In the event of a delay in delivery of Goods or performance of Services, the Seller shall be obligated to pay to the Purchaser delay liquidated damages (the “Delay Liquidated Damages”) in the amount of:

(A) 1% of the Supply Contract Price per day of delay, provided that the total amount of Delay Liquidated Damages shall be capped at 20% of the Supply Contract Price (the “LD Cap”); or

(B) An amount equal to the delay damages the Purchaser or another Greencells Group company shall pay to its employer due to delays in Project caused by Supplier’s delays; whichever is higher.

6. VARIATIONS AND ADJUSTMENT

6.1 RIGHT TO VARY

6.1.1 Any reasonable Variation may be initiated by the Purchaser at any time during the term of the Supply Contract, by a written request for the Supplier to submit a proposal (Variation Order).

6.1.2 Subject to clause 6.2 (Variation Procedure), the Supplier shall execute and be bound by each Variation, unless the Supplier promptly gives notice to the Purchaser stating (with supporting particulars) that: (i) the Supplier cannot readily obtain the Goods required for the Variation and/or provide the manpower required for provision of Services; (ii) it will reduce the safety or suitability of the Works; (iii) it will have an adverse impact on the Project; (iv) it will prevent the Supplier complying with the obligations under the Supply Contract; (v) it would be prohibited by Applicable Law; or (vi) it could infringe a permit, licence or approval or require additional permits, licences or approvals to be obtained. Upon receiving this notice, the Owner shall cancel, confirm or vary the instruction.

6.1.3 The Purchaser agrees to indemnify the Supplier for any costs, expenses incurred as a result of complying with any Variation under this clause. The Purchaser and the Supplier shall agree on an Additional Fee.

6.2 VARIATION PROCEDURE

6.2.1 Prior to any Variation Order being issued under Clause 6.1, the Purchaser shall notify the Supplier of the nature and form of the proposed Variation. Within ten (10) Business Days (or such other period as the Parties may agree) after having received such notice the Supplier shall respond in writing either by giving reasons why he cannot comply (if this is the case) or by submitting:

(A) a description of the proposed works to be performed and/or Goods to be provided and a programme for its execution;

(B) the Contractor's proposal for any necessary modifications to the Delivery Schedule, the Schedule of Work and the Time for Completion; and

(C) the Contractor's proposal for the Additional Fee.

6.3 REIMBURSABLE EXPENSES

6.3.1 All reimbursable expenses must at all times be approved by Purchaser in writing and advance and all expenses must be supported by receipts included with each invoice.

7. GUARANTEES

7.1 PERFORMANCE GUARANTEE

7.1.1 Upon execution of the Supply Contract and in any case before the first payment being made to the Supplier, the Supplier shall deliver to the Purchaser a bank guarantee or a surety bond from an insurance company in amount of 10% of the total Contract Price (or the estimated contract price, where total Contract Price is not predetermined) on first demand issued by a reputable bank or insurance company having a rating not lower than A- (S&P or Moody's equivalent) in the form and substance reasonably acceptable by Purchaser.

7.1.2 The Performance Guarantee secures and may be enforced by the Purchaser in whole or in part in the event of a default by the Supplier of its obligations under the Supply Contract.

7.1.3 The Supplier shall ensure that the Performance Guarantee remains in full force until the issuance of Provisional Acceptance Certificate.

7.2 WARRANTY GUARANTEE

7.2.1 As a condition to the issuance of Provisional Acceptance Certificate, the Supplier shall deliver to the Purchaser a bank guarantee or a surety bond from an insurance company in amount of 10% of the actual total Contract Price on first demand issued by a reputable bank or insurance company having a rating not lower than A- (S&P or Moody's equivalent) in the form and substance reasonably acceptable by Purchaser.

7.2.2 The Performance Guarantee secures and may be enforced by the Purchaser in whole or in part in the event of a default by the Supplier of its obligations under the Supply Contract and the Defect Liability Period.

7.2.3 the Supplier shall ensure that the Warranty Guarantee remains in full force until the issuance of the Final Acceptance Certificate.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Each Party shall retain ownership of all Intellectual Property Rights owned by it as at the Effective Date. The Purchaser shall own, and the Supplier shall procure that the Purchaser will own, all Intellectual Property Rights thereafter created by Supplier under the Supply Contract that relate to the subject matter of, or arise out of, the Deliverables.

8.2 Any Intellectual Property Rights developed pursuant to the Supply Contract, which are jointly created by the Parties pursuant to the Supply Contract or created by Supplier as a direct result of Supplier's performance relating to the Supply Contract, shall be owned by the Purchaser and clause 8.1 shall apply to the same, unless otherwise mutually agreed in writing between the Parties.

8.3 The Supplier assigns to the Purchaser, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Goods and/or in the products and goods used in Services.

8.4 At its own expense, the Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including securing for the Purchaser all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Purchaser in accordance with clause 8.3.

8.5 The Supplier, at its expense, shall indemnify and hold Purchaser and other Greencells Group companies harmless from and against any and all claims that the Deliverables constitute an infringement of any third party's Intellectual Property Rights or other rights. The Supplier shall pay all costs, fees (including attorney's costs) or damages incurred by Purchaser or any other Greencells Group companies in respect of any such claim or settlement thereof to which Supplier consents. If any allegation of infringement of any Intellectual Property Right with respect to the Deliverables is made, or in Supplier's opinion is likely to be made, then in addition to Purchaser's other rights and remedies under the Contract, and subject always to the aforementioned indemnity, Supplier shall at its expense, either (i) procure for the Purchaser the right to continue using such Deliverables, (ii) modify or replace the alleged infringing item so as to avoid the alleged infringement.

9. CONFIDENTIALITY AND NON-CIRCUMVENTION

9.1 The Supplier undertakes that it shall not at any time during the Supply Contract, and for a period of five years after termination thereof, disclose to any person any Confidential Information that has been disclosed to the Supplier by the Purchaser, its employees, agents, consultants or subcontractors, or any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain, except as permitted by clause 9.2.

9.2 The Supplier may disclose the Purchaser's Confidential Information:

9.2.1 to its employees, agents, consultants or subcontractors as need to know it for the purpose of discharging the Supplier's obligations to the Purchaser. The Supplier shall ensure that its employees, agents, consultants or subcontractors to whom it discloses the Purchaser's confidential information comply with this clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 The Supplier shall not use the Purchaser's Confidential Information for any purpose other than to perform its obligations under the Supply Contract.

9.4 All Confidential Information supplied by the Purchaser to the Supplier shall, at all times, be and remain as between the Purchaser and the Supplier the exclusive property of the Purchaser, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Purchaser. They shall not be disposed of or used other than in accordance with the Purchaser's written instructions or authorisation.

9.5 During the term of the Supply Contract, and for a period of one year from the end or termination thereof, unless otherwise authorized by Purchaser in a specific written consent, the Supplier will not, and Supplier will cause each of its Affiliates and representatives not to

(A) directly or indirectly, initiate, maintain or contact to discuss or attempt to enter into or enter into (i) any agreement, transaction or arrangement with any person introduced by Purchaser or any other Greencells Group company without the active ongoing involvement of a GC Company and (ii) enter into any agreement, transaction or arrangement with any other person or entity involved in the Project including the Project owner, Project head contractor, Project general contractor, or other contractors or subcontractors in the Project, and including their agents, principals, subsidiaries and affiliates;

(B) solicit any employee or independent contractor of the Purchaser, its subsidiaries or affiliates for Supplier's business or on behalf of any other business enterprise;

(C) disclose to any person, firm or corporation the names or addresses of any of the purchasers or clients of the Purchaser, its subsidiaries or affiliates or any other information pertaining to them; or

(D) call on, solicit, take away, or attempt to call on, solicit, or take away any contractor, client, purchaser of other contacts of the Purchaser.

9.6 In case of any breach of any confidentiality or non-circumvention obligations under this clause, the Supplier shall pay a legal monetary penalty that is equal to three (3) times the total Contract Price.

9.7 The Supplier understands that breach of the confidentiality and non-circumvention under this clause 9 will cause irreparable injury to the Purchaser and its subsidiaries and affiliates and that money damages will not provide an adequate remedy to the Purchaser or its subsidiaries or affiliates. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to the Purchaser and its Subsidiaries and Affiliates, at law or in equity.

10. LIABILITY AND INDEMNITY

10.1 The Supplier shall be liable for all damages, losses, costs and expenses which Purchaser; other Greencells Group companies (including their employees); or third parties engaged by the Purchaser in the performance of the Contract may suffer or incur as a result of or in connection with the Deliverables, the performance or non-performance of the Supply Contract, the sale and delivery of the Goods and/or the provision and performance of the Services, except when these damages, losses, costs and expenses are caused by gross negligence or wilful intent of the Purchaser or its management.

10.2 The Supplier shall indemnify and hold Purchaser, and other Greencells Group companies, harmless from and against any claims for compensation of damages, losses, costs and expenses of third parties arising out of or in connection with the use, sale and supply of the Goods and/or the provision and performance of the Services.

10.3 The Supplier shall procure and maintain an adequate policy or policies of insurance to cover the liabilities referred to in these Terms and Conditions or required under Applicable Law and shall produce such policy or policies and evidence of payment of the premiums thereof if so requested by the Purchaser. In the event that Supplier fails to maintain such insurance policy or policies, Purchaser shall be entitled to provide the same on behalf of and at Supplier's cost and expense.

11. FORCE MAJEURE

11.1 If a Party is prevented by Force Majeure Event from or delayed in performing an obligation (other than an obligation to pay money), then the affected Party's obligations under the Supply Contract shall be suspended during, but for no longer than, the period of the Force Majeure Event provided that the affected Party:

(A) the Affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Affected Party's ability to fulfil its obligations under the Contract and to mitigate the consequences thereof;

(B) such event is not reasonably foreseeable;

(C) such event is not the result of any failure of the Affected Party to comply with any of its obligations under the Contract or any negligence of the Affected Party;

(D) uses all reasonable efforts to mitigate the consequences of Force Majeure Event;

(E) notifies the other Party as soon as possible (and in any event, no later than 5 days) of the occurrence of the event. Such notice shall include full particulars of the nature of the delay, the likely impact on the Project, and the action being undertaken by the Affected Party to mitigate or remove the Force Majeure Event; and

(F) If a Party is affected by a Force Majeure Event for at least 30 days, the Parties shall in good faith consult on the potential to proceed with Project. If the Parties cannot reach mutual agreement after 1 month of discussions between the Parties, either Party may give notice to the

other Party, terminating the Supply Contract. The consequences of such termination shall be in accordance with clause 13.4

12. COMPLIANCE

12.1 The Supplier warrants and represents that it and its employees, agents and subcontractors shall comply with all antibribery laws and regulations applicable under the Applicable Law (as may be amended).

12.2 The Supplier hereby agrees to comply with Purchaser's "Code of Conduct" stated on <https://greencells.com/en/codeofconduct>, as may be amended from time to time. The Purchaser shall be entitled to terminate the Supply Contract if the Supplier repeatedly or intentionally breaches of the Code of Conduct (as may be amended).

13. TERMINATION

13.1 TERMINATION BY THE PURCHASER FOR CONVENIENCE

The Purchaser shall have the right to terminate the Supply Contract upon providing ten (10) days written notice.

13.2 TERMINATION BY EITHER PARTY

13.2.1 Without affecting any other right or remedy available to it, either party may terminate the Supply Contract with immediate effect by giving written notice to the other party if:

(A) the other party commits a material breach of the Supply Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

(B) the other party repeatedly breaches any of the terms of the Supply Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Supply Contract;

(C) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or faces imminent insolvency or is overindebted within the meaning of section 16-19 of the Insolvency Act 1994;

(D) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

(E) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;

(F) an application is made to court, or an order is made, for the appointment of a provisional Insolvency Administrator, Provisional Creditors' Committee, or an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(G) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(H) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(I) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;

(J) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1(C) to clause 13.2.1(I)(inclusive);

(K) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(L) any warranty or representation given by the other party in the Supply Contract is found to be untrue or misleading.

13.2.2 For the purposes of clause 13.2.1(A), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

(A) a substantial portion of the Supply Contract; or

(B) any of the obligations set out in clause 12,

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13.3 TERMINATION BY THE PURCHASER FOR CAUSE

The Purchaser shall be entitled to terminate the Supply Contract if:

13.3.1 the LD Cap is reached, unless the Supplier shall notify readiness to continue to pay Delay Liquidated Damages in excess of the LD Cap and the Purchaser accepts such solution;

13.3.2 the Supplier assigns the Supply Contract in breach thereof;

13.3.3 the Supplier fails to enter into and maintain the required insurances;

13.3.4 more than 20% of the Deliverables is not Accepted by the Purchaser in accordance with clauses 23 and 34 or are found to be defective in accordance with the same clauses;

13.3.5 with respect to provision of Services, the Supplier does not provide Services or any part thereof in compliance with the Supply Contract and the Supplier fails to remedy the default within a reasonable time specified in Purchaser's notice to remedy the default; or

13.3.6 other specific grounds for termination stated in this T&C or the Supply Contract.

13.4 CONSEQUENCES OF TERMINATION

Upon termination of the Supply Contract under clause 13.1 to 13.3 above, the Purchaser shall pay to the Supplier that part of the Contract Price relating to the Goods already delivered under clause 5 and, only in respect of Services, works already executed and not yet paid. The Parties shall not claim anything else from each other.

14. ASSIGNMENT AND SUBCONTRACTING

14.1 Neither Party shall assign or transfer the whole or any part of the Supply Contract or any benefit or interest in or under the Supply Contract without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except that Purchaser may, as security in favour of a bank or financial institution, assign by way of legal assignment its right to any moneys due, or to become due, under the Contract, and provided further that the Purchaser may, and the Supplier hereby consents to the Purchaser's right to, freely assign by way of legal assignment its benefits and interests under the Supply Contract or any part thereof to (i) any third party buyer with whom the Purchaser enters into an agreement to sell the Project (ii) any of the Greencells Group companies.

14.2 The Supplier may not sub-contract any of its obligations under the Supply Contract without the prior written consent of the Purchaser. If the Purchaser consents to sub-contracting of any of Supplier's obligations under the Supply Contract, the Supplier shall irrevocably and unconditionally guarantee to the Purchaser the proper and punctual performance of those obligations by its sub-contractor. The Supplier shall be jointly and severally liable with its sub-contractor for any damages, losses, costs and expenses suffered, incurred or to be incurred or to be suffered by the Purchaser as a result of, or in connection with, a breach by the sub-contractor of such obligations.

15. REPRESENTATIONS AND WARRANTIES OF PARTIES

15.1 Each Party represents and warrants that, as of the date and during execution of the Supply Contract:

15.1.1 It is duly organized and validly existing as a company established under the laws of its jurisdiction of organization;

15.1.2 This Supply Contract is executed by a duly authorised representative of each Party;

15.1.3 This Agreement constitutes a valid, binding and enforceable obligation on it;

15.1.4 the entry into, delivery and performance by the Party of this Agreement does not breach:

(A) any material obligation of the Shareholder;

(B) any applicable law; or

(C) the articles of association (or equivalent) or other constituent documents of the Party.

15.1.5 all Services shall be provided and delivered by skilful, capable and qualified Personnel;

15.1.6 it has, and will maintain, all permits, licenses, standards and insurances required for provision of Services; and

15.1.7 it is not insolvent, and it is in full compliance with all laws applicable to its business and the provisions of this Supply Contract.

16. MISCELLANEOUS PROVISIONS

16.1 If any provision is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these T&C or the Supply Contract which shall remain in full force and effect. The Supplier and Purchaser agree to substitute any invalid or

unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

16.2 Any communication to be made between the Parties in connection with the Supply Contract shall be made in writing in English and delivered by registered mail or by e-mail to the postal address or e-mail address stated in the Supply Contract. Should the Notice be served by e-mail, it shall be sufficient to prove that the e-mail has been read by a relevant employee of the relevant Party.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without recourse to principles of conflicts of laws and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

17.2 DISPUTE RESOLUTION

17.3 All disputes arising out of or in connection with the Supply Contractor its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law by a single arbitrator being appointed in accordance with said rules. The place of arbitration is Frankfurt am Main. The language of the arbitral proceeding is English. The applicable substantive law is the law of the Federal Republic of Germany in accordance with the governing law. Performance of the Contract shall continue during any dispute resolution process referred to in this clause

18. NO PARTNERSHIP OR AGENCY

18.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

18.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

19. LIMITATION OF LIABILITY

19.1 Neither Party shall be liable to the other for loss of use of any Works, cost of capital, loss of anticipated profits or revenue, loss of opportunity, loss of use, loss of contracts and indirect and/or consequential damages or losses that may be suffered by such other Party.

19.2 The maximum aggregate liability of the Supplier for any matters arising out of or in connection with the performance of the Contract, whether for breach of contract, in tort (including negligence), strict liability or on any other basis whatsoever, shall be limited to 100% of the Contract Price.

20. NOTICES

20.1 A notice given to a party under or in connection with this Supply Contract:

20.1.1 shall be in writing and in English or accompanied by an accurate translation into English;

20.1.2 shall be sent to the Party's postal address, fax number or Email address mentioned in the PO or otherwise communicated in writing;

20.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. COUNTERPARTS

21.1 This Supply Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21.2 Transmission of the executed signature page of a counterpart of the PO by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Supply Contract.

21.3 No counterpart shall be effective until each party has executed [and delivered] at least one counterpart.

PART B – SPECIFIC TERMS AND CONDITIONS RELATING TO SERVICES

If and to the extent the Supply Contract relates to the provision of Services to a GC Company, the specific terms and conditions of this Part B shall apply, and be considered as an integrated part, to the Supply Contract together with the general provisions of Part A, unless specifically provided otherwise in this Part B.

22. PROVISION OF SERVICES

The Supplier shall perform the Services in accordance with the agreed specifications, requirements and descriptions of the Services and at the agreed location, date, time and, if any, service levels.

23. REPORT OF PROGRESS

23.1 Except as agreed otherwise in writing, (i) Supplier shall provide Purchaser with a report of the performed Services at the end of each calendar month, detailing all hours worked and expenses incurred in the previous calendar month for its individual Personnel and in respect of each Service and (ii) Supplier shall maintain accurate and complete records of all Services provided and (iii) upon the Purchaser's prior request, shall allow the Purchaser reasonable access to such records, such access to be permitted for a period of 7 (seven) years from the expiry of the Supply Contract to the extent permitted by law.

24. ACCEPTANCE AND NON-CONFORMITY OF SERVICES

24.1 After the Supplier gives a written notice concerning the completion of a supply milestone, the Purchaser shall inspect the performed works within seven (7) days and notify Supplier in writing whether it rejects the works (or a part thereof) or accepts the Services, such acceptance to constitute Acceptance for the purposes of the Contract. If rejected, or despite Acceptance a non-conformity of the Services is discovered, the Purchaser shall issue a notice to remedy accompanied with a list of all deficiencies and non-conformities within a reasonable time. The Supplier shall make its own arrangements to remedy the deficiencies within the stipulated time period notified by the Purchaser. After completion of the correction of the deficiencies, the above described procedure starts again until the Works are Accepted by Contractor, in which case the contractor shall issue the Acceptance.

24.2 In case of a rejection and/or a non-conformity of the Services rendered, the Purchaser has the right to require the Supplier to re-perform the Services at Supplier's cost and expense within a reasonable period of time to be determined by the Purchaser.

24.3 If the Supplier fails to remedy the deficiencies and non-conformities within the specified deadline, the Purchaser may choose to issue a second notice or terminate the Supply Contract as per clause 13.3.5.

24.4 The Purchaser may claim for any damages, losses and costs suffered as a result of such non-conformity and/or rescission. Nevertheless, the damages for delays shall be fixed by the Delay Liquidated Damages.

24.5 When

24.5.1 all Deliverable are delivered to the Purchaser, all Works have been completed in accordance with the Supply Contract and all surplus Materials and rubbish have been removed from the Site;

24.5.2 the Purchaser has inspected all Works, including Goods and Services, and all remaining deficiencies and non-conformities are remedied by the Supplier;

24.5.3 the Supplier has delivered all documentations related to the Works, Goods, or Services, to the reasonable satisfaction of the Purchaser;

24.5.4 all undisputed liquidated damages for delay as set out in clause 5.3 have been paid to the Purchaser;

24.5.5 all relevant or necessary certificates and warranties have been handed over by the Supplier to the Purchaser; and

24.5.6 the Supplier has submitted the Warranty Guarantee in accordance with clause 7. the Purchaser will issue the Provisional Acceptance Certificate in respect of the Deliverables.

25. WARRANTIES

25.1 The Supplier is obliged to satisfy itself of the purposes for which the Purchaser intends to use the Services, failing which it shall be assumed that Supplier shall be fully informed of such purposes and the circumstances under which the performance of the Services is to take place.

25.2 The Supplier warrants that:

25.2.1 all Services are in conformity with the specifications and requirements as laid down in the Purchase Order, and the scope of work in the Supply Contract;

25.2.2 all Services are in conformity with applicable drawings, designs, specifications and technical requirements of the Project;

25.2.3 all Services shall be provided and delivered by skilful, capable and qualified Personnel;

25.2.4 it shall perform the Services in accordance with the highest standards of professionalism, ability and diligence that may be reasonably expected from a supplier with equivalent standing as the Supplier; and

25.2.5 it shall, in connection with its obligations under the Contract, comply with (i) all Applicable Laws including but not limited to all applicable data protection laws, (ii) employment laws, and (iii) rules and policies of the Greencells Group;

26. DEFECT LIABILITY PERIOD

26.1 During the Defects Liability Period the Supplier shall be responsible for:

26.1.1 making good free of charge any defect in or damage to any part of the Works (unless the relevant damage was attributable to the Purchaser) which may appear or occur; and

26.1.2 replacing or repairing any part or unit of the Works which shows evidence of defect or which does not function in accordance with the relevant requirements specified in the Supply Contract or which has become damaged (unless the relevant damage was attributable to the Purchaser), free of charge in compliance with the terms and conditions of the Supply Contract. Replacement or repair, hourly wages, transport for materials and personnel and any other expenses are included and will be at the sole risk and expense of the Supplier.

26.2 Upon discovering a defect within the Defects Liability Period, the Purchaser shall notify the Employer in writing and shall propose a solution. Each replacement or correction shall also be notified by the Supplier to the Purchaser and shall be performed with diligence.

26.3 If Goods provided in carrying out Services are frequently defecting, there will be a possibility that similar parts are also affected by such defect. The Contractor will research the root cause and remedy the cause of the defect by taking all appropriate actions for a structural solution of the problem, e.g. by changing the design, the manufacture or by using different Goods at its own cost, each time upon prior approval of the Employer.

26.4 Unless otherwise agreed, the Defects Liability Period in respect of workmanship shall start from the date of issuance of the Provisional Acceptance Certificate and continues for a period of 60 months.

26.5 In respect of all Goods supplied for the purpose carrying out Services, the Contractor shall make sure that any supplier warranty is assignable to the Purchaser and assigns to the Purchaser (who hereby accepts) all its rights under all warranties of the suppliers of any Goods and of the subcontractors. The Supplier is however allowed to act on behalf of the Purchaser by way of a proxy to act upon the warranties during the Defects Liability Period.

26.6 The Purchaser shall be entitled, at its own discretion, to assign or transfer any rights under the Defect Liability. It is hereby clarified that any warranty given by the Supplier in connection with Services shall remain valid, binding and in full force and effect regardless of such assignment or transfer. In particular, the Purchaser can assign or transfer the rights under the Defect Liability to the Project owner or Employer.

27. FINAL ACCEPTANCE

27.1 If

(a) the Provisional Acceptance Certificate was signed by both Parties;

(b) the Supplier has performed its obligations in accordance with Clause 24 and 25 during the relevant Defects Liability Period;

(c) all undisputed liquidated damages or indemnities under the Supply Contract have been paid by the Contractor so far;

(d) the Services comply with all requirement of the Supply Contract; and
then the Parties shall sign the Final Acceptance Certificate (FAC).

27.2 Within 5 days from issuance of the FAC, the Purchaser will take the appropriate measures to have the Warranty Guarantees released.

27.3 The issuance of the FAC shall not release the Contractor from any and all obligations arising out of the Supply Contract or the Applicable Law, which expressly or by their nature extend beyond and survive Final Acceptance.

28. INVOICES

28.1 Invoices shall be sent following Acceptance and will be accepted by Purchaser only when accompanied with supporting documents in respect of Services provided.

28.2 Where payment is based on hours worked by Supplier, the Supplier's invoices shall be supported by a timesheet. Timesheets shall be prepared by the Supplier and shall be approved and signed by the Purchaser's duly authorized representative. The timesheets shall provide accurate details of Hours/Days worked, any authorized or unauthorized absences for each invoicing period and shall be scanned and emailed to the Purchaser's duly authorized representative as soon as possible after the end of invoicing period and prior to submitting an invoice.

29. PERSONNEL

29.1 The Supplier shall make arrangements for the employment of the Supplier's Personnel and for their payment, housing, feeding and transport and be responsible for the payment of their wages.

29.2 The Supplier shall comply with the applicable labour, tax, social security and health and safety Laws in connection with the employment and payment of social security premiums of the Supplier's Personnel, including relating to their employment, health, safety, immigration and work permits.

29.3 The Supplier is solely liable for any payment with respect to the Supplier's Personnel. The Purchaser shall in no event be held responsible for such payments. Notwithstanding the foregoing, if the Purchaser is, in any fashion, forced to make a payment due to the Supplier's failure to satisfy its respective obligations, any payment made by the Purchaser together with a

penalty amount equal to the payment made shall then be deducted from the respective payment milestone.

29.4 The Supplier shall indemnify and hold Purchaser harmless from and against any claims from third parties, such as the tax authorities, arising out of or in connection with the Supply Contract, related to Supplier not acting in compliance with this clause 28.

29.5 The Supplier shall make available sufficient number of suitably qualified and experienced management personnel and other staff that is necessary for the execution of the Services in accordance with the Supply Contract. The Supplier shall also procure that all staff receive training and supervision as required to ensure the due performance of the Supply Contract and the compliance with all health and safety rules, procedures and requirements.

30. DATA PROTECTION

30.1 In so far as the Supplier is requested by Purchaser to process any personal data controlled by Purchaser under the Contract, Supplier shall agree to the following:

30.1.1 Supplier shall process the personal data only on behalf of Purchaser and only for the purposes of performing the Supply Contract and only in accordance with the instructions contained in the Supply Contract or received from Purchaser from time to time; Supplier shall inform Purchaser promptly if it deems any instructions to be in conflict with Applicable Laws or otherwise unlawful or in conflict with the terms of the Supply Contract; Supplier shall ensure that access and use of the systems/tools processing personal data are intended solely for access and use in the European Economic Area and Switzerland and no transfer of personal, including any transfer via electronic media, shall take place out of the European Economic Area and Switzerland without Purchaser's prior written approval.

30.1.2 Supplier shall not otherwise modify, amend, alter the content of the personal data or use it for its own purpose or disclose or otherwise communicate or permit the disclosure or other communication of any of the personal data to any third party, except as specifically instructed by Purchaser and as necessary for the purpose of performing the Supply Contract; for the

avoidance of doubt, disclosure of personal data by Supplier where required by law shall require Purchaser's written prior approval, which will not be unreasonably withheld.

30.1.3 Supplier shall not engage any sub-contractor for the processing of personal data controlled by Purchaser under the Supply Contract without prior written approval of Purchaser. Subject to the aforementioned prior written consent, Supplier shall have the obligation to conclude a written agreement with such sub-contractor which shall include the same data protection terms and conditions as Supplier's and warranties that all controls as set forth in sub-clause 29.1.6 here below can be performed also towards such sub-contractor. Supplier shall be fully liable towards Purchaser for any such sub-processor engaged by it.

30.1.4 Supplier shall take the appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against unlawful or accidental destruction, accidental loss, falsification, unauthorized dissemination, damage, alteration, unauthorized access or disclosure. Supplier agrees to store and process personal data from other data controllers strictly separate from the personal data processed under the Supply Contract. Supplier shall keep proper records of any such measures taken within its organization and supervise compliance on a regular basis.

30.1.5 Supplier shall take reasonable steps to ensure the reliability of any of Supplier's Personnel who have access to the personal data. Supplier shall ensure that only those of Supplier's Personnel who need to have access to the personal data are granted access to such data and only for the purpose of the performance of the Supply Contract and that they are informed of the confidential nature of the personal data. Supplier must require its Personnel to acknowledge the terms of this clause and ensure compliance by its Personnel with these terms.

30.1.6 Supplier shall permit Purchaser or its external advisers (subject to such advisers being bound by satisfactory confidentiality obligations) to inspect or audit Supplier's data processing activities and to comply with reasonable requests or directions of Purchaser to enable Purchaser to verify that Supplier is in compliance with its obligations under the Supply Contract. During the course of the audit, Supplier shall make available one or more of its managers or senior officials with the appropriate level of expertise and authority to (i) answer

any reasonable queries of Purchaser or its external advisers, and (ii) permit access to all relevant facilities and systems used by Supplier to process personal data under the Supply Contract.

30.1.7 Promptly after termination of the Supply Contract or upon request by Purchaser at any time, Supplier shall and shall procure that its subprocessors shall at the choice of Purchaser promptly return to Purchaser, or destroy, or delete from its systems, all personal information, materials, documentation (including all copies in every form and media) in its power, possession or control unless legislation or a legal requirement imposed on the Supplier (or on the sub-processor) prevents it from returning, destroying or deleting all or part of the personal data processed. Upon request of Purchaser, Supplier shall provide sufficient evidence to Purchaser of the return, the destruction or deletion of the personal information. In circumstances where Supplier is not able to return, destroy or delete the personal data on account of legislation or a legal requirement imposed on it, Supplier guarantees the confidentiality of the personal data transferred and will not undertake any further processing of the personal data.

30.1.8 Supplier shall indemnify Purchaser against all third-party claims which may be filed or threatened against Purchaser because of violation of any applicable Data Protection Laws which are imputable to Supplier.

30.1.9 For the purpose of this clause, “personal data”, “process/processing”, “controller” and “processor” shall have the same meaning as in General Data Protection Regulation (EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

PART C – SPECIFIC TERMS AND CONDITIONS RELATING TO GOODS

If and to the extent the Supply Contract relates to the purchase of Goods by Purchaser, the specific terms and conditions of this Part C shall apply to the Supply Contract together with the general provisions of Part A or together with Part A and B, unless specifically provided otherwise in this Part C.

31. DEFINITIONS

32. DELIVERY AND TIME OF DELIVERY

32.1 Delivery of Goods is to be made on the basis of (place of destination to be named by Purchaser each time) DDP (Incoterms 2010), unless agreed otherwise in writing.

32.2 Delivery of the Goods is to be made in the quantities specified in the Supply Contract. Purchaser shall not be liable to pay for Goods delivered to it which are in excess of quantities specified in the Supply Contract. Shipments in excess of the quantity of any Goods ordered shall, if so requested by Purchaser, be returned to Supplier at the Supplier's risk, cost and expense.

32.3 In the event that Goods are delivered before the delivery date specified in the Supply Contract without the express written consent of Purchaser, Purchaser shall be entitled to refuse to accept delivery or to charge for insurance and storage thereof until the contractual date for delivery. Early delivery of the Goods does not lead to a change in the agreed payment date for the Goods.

32.4 The Purchaser may change delivery dates or direct temporary suspension of scheduled shipments by giving written notice thereof to Supplier. Purchaser reserves the right to postpone deliveries of Purchase Orders after so notifying Supplier for a maximum of 2 (two) months after the delivery date stated in the original Contract. No penalty shall be incurred by Purchaser for effecting such a postponement in the period ending 1 (one) month after the relevant delivery date, but Purchaser shall reimburse Supplier for any storage costs suffered by it as a result of having to arrange storage of any Goods during the period running from the date that falls 1 (one) month after the postponed delivery date until the date that falls 2 (two) months after such delivery date. Supplier shall use reasonable efforts to minimize any storage costs payable by Purchaser pursuant to this clause 31.4 to include, without limitation, use of its own storage facilities if available. Supplier shall safeguard Goods stored and take all reasonable steps to prevent their deterioration until their actual delivery, in each case without any extra costs being charged to Purchaser.

32.5 In the event that Purchaser wishes to cancel any Goods after the Purchase Order relating thereto has been accepted, Purchaser's maximum liability in respect of such cancellation shall be the lower of (i) a maximum of 50% (fifty per- cent) of the value of the Purchase Order cancelled or (ii) any reconfiguration costs incurred by Supplier in order to resell the Goods after such cancellation (evidence of such costs to be adduced on request). Purchaser shall in no event be liable to Supplier for any loss of profit, loss of use or loss of trading revenue whether arising in connection with or as a result of such cancellation or otherwise.

32.6 In the event that Goods delayed to the extent that the LD Cap is reached, the Purchaser may, without prejudice to any other rights it may have under the Supply Contract or the Applicable Law, procure delivery through alternative third parties and Supplier shall be responsible for payment of all extra costs as compared to Supplier's offer under the PO.

32.7 The Supplier shall provide Purchaser with all documents required by Applicable Laws, rules, directives and regulations of the EU and any relevant country and any documents required by Purchaser for the purpose of the Project at Purchaser's instructions and at the latest upon delivery of the Goods. If Supplier fails to provide Purchaser with the required documents upon delivery of the Goods, Purchaser has the right to refuse delivery of such Goods at Supplier's risk, cost and expense. In such case, for the purposes of these General Conditions, the Goods shall be deemed not to be delivered.

33. PACKAGING

33.1 The Supplier shall deliver or procure delivery of the Goods properly packed in accordance with best industry standards, and mark them in accordance with Purchaser's instructions at no additional cost to Purchaser. Each package shall be plainly marked with the part number, Purchaser's Purchase Order number and any other labelling requirements detailed in the Purchase Order. With each shipment a packing list shall be supplied by Supplier with details of the supplied goods. If Supplier fails to package and/or mark the Goods properly, Supplier shall indemnify and hold Purchaser harmless from and against any and all claims for compensation of damages, losses, costs and expenses suffered or incurred by Purchaser or third parties in connection with or as a result of the packaging and/or marking of the Goods by Supplier.

33.2 Where containers or packaging are to be returned to Supplier, this must be clearly stated on the transport documents or invoices. Goods returned shall be done so at Supplier's risk and expense, unless otherwise agreed upon in writing.

34. WARRANTIES

34.1 The Supplier is obliged to satisfy itself of the purposes for which Purchaser intends to use the Goods, failing which it shall be assumed that Supplier shall be fully informed of such purposes and the circumstances under which the delivery of the Goods is to take place.

34.2 The Supplier represents and warrants that as at the date of delivery:

34.2.1 all Goods are in conformity with the specifications and requirements as laid down in the Supply Contract or as described in the Project if the Contract does not set out any specifications;

34.2.2 all Goods are fit for the purposes for which Purchaser intends to use them, including the Project;

34.2.3 all Goods comply with all Applicable Law;

34.2.4 upon delivery, the Goods are free and clear of all claims, liens and encumbrances.

34.3 DEFECTS LIABILITY PERIOD

34.3.1 Unless otherwise agreed, the Defects Liability Period in respect of Goods shall start from the date of Delivery and continues for a period of 60 months, that is, the Supplier represents and warrants that all Goods shall be free from defects in design, material and workmanship and remain so for 60 months after Delivery;

34.3.2 The Supplier shall, at its own costs and expense and immediately rectify and make good any Defect identified during the Defects Liability Period by repairing or replacing all or some of or a part of the Defective Goods.

34.3.3 For the avoidance of doubt, the Supplier shall be liable for any costs relating to the replacement of any Defective Goods. In addition, the Supplier shall bear all logistic costs including, without limitation, transportation costs for delivery and back and all related taxes.

34.3.4 The Parties hereby clarify that any replacement Goods supplied during the Defects Liability Period shall have the same technical characteristics and specifications as the original Goods supplied under this Supply Contract.

34.3.5 The Purchaser shall be entitled, at its own discretion, to assign or transfer any rights under the Goods Defect Liability. It is hereby clarified that any warranty given by the Supplier in connection with any Goods under this Contract shall remain valid, binding and in full force and effect regardless of such assignment or transfer. In particular, the Purchaser can assign or transfer the rights under the Defect Liability to the Project owner or Employer.

35. ACCEPTANCE AND DEFECTIVE GOODS

35.1 The Customer may reject any Products delivered to it that do not comply with clause 32, 33.1 and 33.2, provided that:

35.1.1 notice of rejection is given to the Supplier:

(A) in the case of a defect that is apparent on normal visual inspection, within [five] Business Days of Delivery;

(B) in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and

35.1.2 none of the events listed in clause 34.3 apply.

35.2 If the Purchaser fails to give notice of rejection in accordance with clause 34.1, it shall be deemed to have accepted such Goods.

35.3 The Supplier shall not be liable for Goods' failure to comply with the warranties set out in clause 33.1 and 33.2 in any of the following events:

35.3.1 the defect arises because the Purchaser failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

35.3.2 the Purchaser alters or repairs such Goods without the written consent of the Supplier;

35.3.3 the defect arises as a result of Purchaser's wilful damage, negligence, or abnormal storage or working conditions; or

35.3.4 the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements, provided that the Supplier has already informed in writing the Purchaser of such difference and the ground for its requirement.

35.4 If the Purchaser rejects Goods under clause 34.1 then the Purchaser shall be entitled to:

35.4.1 require the Supplier to repair or replace the rejected Goods; or

35.4.2 require the Supplier to repay the price of the rejected Goods in full.

35.5 The terms of this agreement shall apply to any repaired or replacement Products supplied by the Supplier.

36. FINAL ACCEPTANCE

36.1 If

(e) the Goods are accepted by the Purchaser in accordance with clause 34;

(f) the Supplier has performed its obligations in accordance with Clause 33 during the relevant Defects Liability Period;

(g) all undisputed liquidated damages or indemnities under the Supply Contract have been paid by the Contractor so far;

(h) the Goods comply with all requirement of the Supply Contract; and then the Parties shall sign the Final Acceptance Certificate (FAC).

36.2 Within 5 days from issuance of the FAC, the Purchaser will take the appropriate measures to have the Warranty Guarantees released.

36.3 The issuance of the FAC shall not release the Contractor from any and all obligations arising out of the Supply Contract or the Applicable Law, which expressly or by their nature extend beyond and survive Final Acceptance.

37. OWNERSHIP

37.1 Risk in Goods shall pass to the Purchaser on Delivery.

37.2 Title to the Goods, or parts thereof shall pass to the Customer at the earlier of:

37.2.1 the Supplier receives payment in full (in cash or cleared funds) for Goods or respective parts thereof, due to the Supplier from the Purchaser for sales of those Goods;

37.2.2 Delivery of the Goods or respective parts thereof as per the Supply Contract.

38. DOCUMENTATION

38.1 If requested by Purchaser, Supplier shall or shall procure that Purchaser is provided, in advance of delivery, with the Documentation including, without limitation, sufficient drawings, instructions and a functional description to allow Purchaser to install, operate and maintain the Goods, including details of any special environmental controls required to ensure that the Goods meet the agreed specifications.

38.2 The Supplier shall supply, at Purchaser's request, free of charge for each type of Goods supplied (in English), an agreed number of technical and/or installation manuals approved by Supplier.

38.3 The Supplier warrants that furnishing the Documentations to Purchaser shall not infringe any Intellectual Property Rights of any third party.

39. SPARE PARTS

39.1 The Supplier agrees to supply spare parts required by Purchaser for the Goods for a minimum period of 5 (five) years from the expiry of the Defect Liability Period for each of the Goods. The Supplier also agrees that it shall give (i) at least 12 (twelve) months' notice of the expiry of such period or of its ceasing to manufacture any spare parts to Purchaser to enable a final purchase of parts to be made and (ii) a further 6 (six) months following the expiry of such notice as referred to in subparagraph (i) above in which Purchaser may make such purchase.

39.2 The Supplier shall supply a full and recommended spare parts list, and where appropriate details of sources of such spares, with prices in advance of delivery of the Goods.

39.3 The Supplier shall ensure that spare parts are configured in accordance with the Goods (including both current and previous specifications).

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