

RABLE Group BV

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

RABLE Group BV

Chamber of Commerce (CoC): 86774689

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The Netherlands

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Article 1: Applicability

1.1 These General Terms and Conditions of sale and delivery shall apply to all offers, quotations and contracts made by Rable Group BV (hereinafter RABLE) in which RABLE undertakes to deliver products to the Client.

1.2 The applicability of general conditions of the Client or any other general conditions is expressly rejected.

1.3 Departures from these General Terms and Conditions will only be valid if expressly agreed to in writing by RABLE.

1.4 In the event of any conflicts between the substance of the agreement concluded between the Client and RABLE on the one hand and these General Terms and Conditions on the other, the provisions set out in the agreement have precedence.

1.5 Wherever these General Terms and Conditions use the term in writing, this shall mean by document signed by parties, or by letter, fax, electronic mail and by such other means as are agreed by the parties.

1.6 Insofar as these General Terms and Conditions are also drawn up in a language other than English, in the event of any conflict the English text shall always prevail.

Article 2: Offers and conclusion of agreement

2.1 No obligations are attached to any offers, even if they contain an acceptance period.

2.2 If the Client supplies RABLE with data, drawings etc., RABLE may rely on their accuracy and shall base the offer on that information.

2.3 An agreement shall come into effect once RABLE has confirmed the order in writing.

2.4 Any offer made or undertaking given by a representative of RABLE shall only be binding insofar as the latter confirms this in writing.

2.5 In the event that agreement is reached to effect payment by means of a letter of credit, the agreement concerned shall only come into effect once RABLE accepts the relevant irrevocable (confirmed) letter of credit at sight in writing. This letter of credit will be opened by a bank subject to the acceptance in advance by RABLE.

Article 3: Prices

3.1 All prices for Products are stated in Euros on an Ex Works (Incoterms 2020) basis, and are payable in Euros. All amounts payable pursuant to an Agreement are stated exclusive of any VAT, excise and export/import duties, and other taxes and levies, all of which (other than taxes levied on RABLE's income) are payable by the Client unless expressly agreed otherwise in writing between the Parties.

3.2 Any price cited by RABLE shall be based on the existing monetary conditions, labour costs, procurement prices, duties, taxes and other levies, subsidies and the like prevailing at the time the agreement concerned is concluded. In the event that one or more of these cost price components increase after conclusion of the agreement but before the relevant product(s) have been delivered, RABLE shall be entitled to pass on any reasonable price increase to the Client.

3.3 If the Client provides goods and RABLE is prepared to use those goods, RABLE may charge up to 20% of the market price of the goods provided.

Article 4: Intellectual property rights

4.1 Unless agreed otherwise in writing, RABLE retains all intellectual property rights to all offers, designs submitted, illustrations, drawings, trial models, programs, etc.

4.2 The rights listed in Article 4.1 remain the property of RABLE, regardless of whether costs have been charged to the Client for their production. The relevant information may not be copied, used or shown to third parties without RABLE's explicit prior consent. The Client will be liable to pay RABLE a penalty for each instance of violation of this provision, to the amount of € 25.000,-. This penalty may be demanded in addition to any compensation damages awarded by law.

4.3 The Client must return all data provided as meant in Article 4.1 on demand, within the period specified by RABLE. If this provision is violated, the Client is liable to pay RABLE a penalty of € 2.000,- per day. This penalty may be demanded in addition to any compensation damages awarded by law.

4.4 RABLE reserves all of its intellectual property rights in connection with the products which it supplies. The Client shall not be permitted to modify all or part of any product supplied, or to affix any other trademark to it, to use the relevant mark in any other way, or to register it in his own name.

Article 5: Advice, designs and materials

5.1 The Client cannot derive any rights from advice or information provided by RABLE that has no direct bearing on the engagement.

5.2 The Client is responsible for all drawings, calculations and designs made by or on behalf of the Client, for the functional suitability of all materials prescribed by or on behalf of the Client, for all technical information and all relevant other information supplied by or on behalf of the Client.

5.3 The Client indemnifies RABLE for any claims from third parties arising in connection with the use of the drawings, calculations, designs, materials, samples, models, technical information and all relevant other information etc. provided by or on behalf of the Client. While RABLE may provide guidance and instructions on, and (software) tools for, the inspection of sites and structures for installation of the Products, the calculation of load bearing pressure, and the installation and maintenance of the Products, the Customer is solely responsible for such inspection, calculations, installation and maintenance, including by validating any such aforementioned guidance and instructions, and the results of any such aforementioned tools.

5.4 At all times the Client is responsible for a final check of all material specifications provided by or on behalf of RABLE.

5.5 The Client may examine (or arrange for the examination of) the materials that RABLE intends to use before they are processed, at the Client's own expense. Any damages incurred by RABLE as a result are for the Client's expense.

Article 6: Delivery

6.1 The delivery time stated by RABLE shall under no circumstances be deemed to constitute a fatal date. RABLE shall not be in default in respect of such delivery time until the Client notifies it in writing that it is in default, in doing so stipulates a reasonable period of time within which RABLE has the opportunity to effect delivery, and the latter still fails to do so.

6.2 In determining delivery times, RABLE assumes that the engagement can be carried out under the circumstances as they are known to RABLE at that moment.

6.3 Delivery times do not commence until the relevant agreement is concluded in accordance with the provisions of Article 2, the Parties have agreed on all commercial and technical details, all necessary data, final and approved drawings, etc. are in RABLE's possession, the (pre)payment or instalment agreed has been received, any security for payment has been accepted and the conditions necessary for the performance of the engagement have been met.

6.4 a. In the event of circumstances that are different to those known to RABLE when the delivery times were determined, RABLE may extend the delivery times by the time that is required in order to perform the engagement under those circumstances.

b. In the event of contract extras, the delivery time will be extended by the time required to supply (or arrange for the supply of) the materials and parts necessary for those contract extras and to carry out the contract extras.

c. In the event that RABLE's obligations are suspended, the delivery times will be extended by the duration that the obligations are suspended.

6.5 If the time for delivery is exceeded, the Client shall not be entitled to cancel or terminate the agreement, unless the time for delivery is exceeded with more than eight weeks, without the Client being entitled to any compensation.

6.6 RABLE reserves the right to effect a delivery in parts. Each partial delivery shall be deemed to represent a separate agreement. RABLE shall be entitled to demand payment for each partial delivery before proceeding with any other.

6.7 The Client's failure to comply with his duty to effect payment (or to do so on time), shall have the effect of suspending RABLE's duty to effect a delivery.

6.8 Unless otherwise agreed in writing, delivery will take place 'free carrier', Delft The Netherlands (Incoterms 2020).

Article 7: Force Majeure

7.1 RABLE is entitled to suspend the fulfilment of any obligations if any circumstances that could not be foreseen when the agreement was concluded and that are beyond RABLE's influence temporarily prevent the fulfilment of those obligations.

7.2 Circumstances that RABLE could not foresee and that are beyond RABLE's influence are understood to include (but are not limited to) the circumstance that RABLE's own suppliers and/or subcontractors fail to meet their obligations, or fail to do so in time, the weather, earthquakes, fire, loss or theft of tools, the destruction of materials to be processed, road blocks, strikes or work stoppages and restrictions on import or trade.

7.3 Where RABLE has already executed part of an agreement, the Client shall pay the purchase price for any products that have been delivered.

7.4 Either party shall be entitled to terminate the agreement by notice in writing to the other party if performance of the agreement is suspended for more than six months without the Client being entitled to any compensation.

Article 8: Liability

8.1 RABLE is liable for all damages that the Client incurs that stem directly and exclusively from a shortcoming attributable to RABLE. However, only those damages for which RABLE is insured, or should within reason have been insured, qualify for compensation.

8.2 If, when the agreement is concluded, it is impossible for RABLE to take out insurance as meant in Article 8.1 or impossible to do so at reasonable conditions, or if it is subsequently impossible to renew the insurance policy at reasonable conditions, the maximum compensation payable for damages is the amount that RABLE charged for the agreement in question (exclusive of VAT).

8.3 The following damages do not qualify for compensation:

- a. Trading losses, including losses caused by delays and loss of profits. The Client should take out insurance to cover such damages, if such is deemed desirable;
- b. Supervision damages, which are understood to include damages caused, during or as a result of the performance of the work, to objects on which work is being carried out to objects situated in the vicinity of the work site. The Client should take out insurance to cover such damages, if such is deemed desirable;
- c. Damages caused by intent or gross negligence on the part of helpers or non-management employees of RABLE.
- d. Unusual chemical effects on materials, including but not confined to weed control or fertilizing agents etc.

8.4 RABLE is not liable for damages to materials provided by or on behalf of the Client that result from improper processing. At the Client's request, RABLE will repeat the process, using materials provided by the Client, at the Client's expense.

8.5 The Client indemnifies RABLE against all claims from third parties for product liability stemming from defects in products provided by the Client to third parties that consisted of or included products and/or materials provided by RABLE.

Article 9: Guarantee / Warranty

9.1 RABLE represents and warrants that:

- (a) Upon delivery, the Products shall be new (not used or refurbished), and title to the Products shall be free and clear of all liens, security interests, charges, encumbrances and other restrictions; and
- (b) For the Warranty Period, the Products shall, subject to Clause 9.2, be free from material deficiencies in materials or workmanship and materially comply with their relevant Specifications.

9.2 The warranties given by RABLE under Clause 9.1 in respect of the Products are subject to the Warranty Conditions and the further provisions of this Clause 9, and the Customer shall follow the warranty procedure in order to be entitled to any remedy in respect of Defects. These warranties apply only to Products sold pursuant to a Sales Agreement concluded directly between RABLE and the Client; where the Client has purchased Products from a distributor or reseller of RABLE, any claim in respect of a Defect must be directed exclusively to that distributor or reseller, and not to RABLE. The remedies set forth in the Warranty Conditions shall, to the fullest extent permitted under applicable Law, constitute RABLE's sole liability and the Customer's sole remedies in respect of Defective Products.

9.3 To the extent permitted under applicable law and except as otherwise provided in an Agreement or these T&C's, all express or implied representations, warranties and conditions in respect of the Products, including as regards their conformity to the Agreement, quality, fitness for any particular purpose, merchantability, or non-infringement are expressly excluded. RABLE guarantees the products to be free from any construction errors or construction defects for the period of 15 years after delivery by RABLE:

9.4 Warranty exclusions

No warranty shall apply and RABLE will have no liability under warranty in respect of a Defect:

- RABLE being provided by the Client with incorrect and/or incomplete information, including but not confined to information relating to the weather conditions, the stability of the base, external influences etc.;
- Failure to follow the assembly and service manual correctly and/or completely and, if applicable, failing to follow the advice that RABLE has given regarding securing the system to constructions and/or the base;
- Unusual chemical effects on materials, including but not confined to weed control or fertilizing agents etc.;
- The use of damaged and/or defective components in the final installation;
- Normal wear and tear;

- Improper use;
- Lack of proper maintenance;
- Fitting, assembly, alterations or repairs by the Client or by third parties;
- That was not notified to RABLE within the Warranty Period in accordance with these Warranty Conditions;
- That does not adversely impact the functionality of the Product, including minor deficiencies such as scratches, stains, superficial surface corrosion, colour fastness deviations, etc.;
- That arises as a result of transportation of the Product, other than any transportation for which RABLE is responsible;
- That arises as a result of any third party products, components or materials used by the Purchaser in conjunction with the Product, which third party products or materials have not been provided for such use by or on behalf of RABLE or the use of which has not been expressly authorised by RABLE;
- That arises from any use of the Product other than in accordance with the Specifications or any use other than the normal, intended use;
- That arises from the faulty handling, storage, assembly, loading or installation of the Product, or any handling, storage, assembly, loading or installation not in accordance with the instructions given by RABLE;
- That arises from mounting the Product on a building, roof or other construction that is unsuitable for the mounting of the Product;
- That arises from any modifications, replacements (including of spare parts) or repairs in respect of the Product other than by or on behalf of RABLE or with RABLE's express written authorisation; and/or
- That arises from circumstances of force majeure, including (without limitation) hail, lightning, storm, flood, explosions, fire, vandalism, extreme wind speeds or temperatures, other extreme weather conditions, or any other events of force majeure as may be set out in the Sales Agreement or that may apply in accordance with applicable law;
- That arises because the correct quantities or components have not been used as prescribed in the assembly instructions and calculators, or because the building, roof, roof covering or construction is not suitable for installing solar panels with the Products.

No guarantee is given for delivered objects that were not new when they were delivered or for objects whose use the Client prescribed or that were provided by or on behalf of the Client. No guarantee is given on inspections of and/or repairs to objects belonging to the Client.

9.5 Warranty procedure

- a. Any demonstrable failure of a Product to meet the warranty (a "Defect" or "Defective Product") must be reported to RABLE in writing (including by email) by the Purchaser promptly upon becoming aware thereof, thereby including all information reasonably known to the Purchaser in respect of the alleged Defect, including, as appropriate, photographs or video recordings of the alleged Defect.

- b. The Purchaser shall provide RABLE without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by RABLE in respect of any (allegedly) Defective Products in order to enable RABLE to assess each claim under warranty. At RABLE's request the Purchaser shall furthermore, at RABLE's cost and in accordance with RABLE's instructions, send the allegedly Defective Products to RABLE or such third party service provider as is designated by RABLE for RABLE's assessment.
- c. RABLE shall, or shall procure that its designated third party service provider shall, assess whether allegedly Defective Products under any warranty claim are indeed covered by the warranty provided under these Warranty Conditions and notify the Purchaser in writing of the outcome of this assessment. In the event that any such Product is validated as Defective by RABLE or its designated third party service provider, RABLE shall determine the remedy to which the Purchaser is entitled in respect of the Defective Product in accordance with these Warranty Conditions. With regard to any Product that is not validated by RABLE as Defective: (i) RABLE shall (insofar as delivered to RABLE for assessment) deliver the Product back to the Purchaser at the Purchaser's cost, and (ii) the Purchaser shall promptly at RABLE's request reimburse RABLE for the reasonable costs incurred by RABLE in performing the assessment of the warranty claim.
- d. Any Defects that may apparently have resulted from the transport of Products must, where the transport was RABLE's responsibility, be reported to RABLE in writing (including by email) within 48 hours from delivery, and in such cases shall always be accompanied by photographs or video recordings of the alleged Defects. RABLE is only responsible for Defects arising from transportation if such transport was conducted by or on behalf of RABLE, and such transport was not the Purchaser's responsibility.
- e. Any claim under warranty shall not entitle the Purchaser to suspend the performance of any of its obligations under the Sales Agreement.

9.6 Warranty remedies

- a. After RABLE has validated an alleged Defect as being a Defect covered by the warranty as set forth in these Warranty Conditions, RABLE shall as soon as reasonably practicable, at its option and at its cost: (a) repair the Defective Product; (b) replace the Defective Product by a new, similar Product, in which event the Purchaser shall return the Defective Product to RABLE at its cost; or (c) if repair or replacement are not, in RABLE's opinion, reasonably possible, reimburse the amount paid for the Defective Product to the Purchaser, deducting only the pro-rata amount (calculated on a linear depreciation basis over the full Warranty Period) that reflects the time that the Purchaser was able to make use of the Product without any Defect, in which event the Purchaser shall return the Defective Product to RABLE at its cost.
- b. RABLE and the Purchaser may also agree in writing that the Purchaser shall retain the Defective Product and RABLE shall reimburse part of the amount paid for such Product.
- c. The Purchaser shall, at its cost, provide RABLE all reasonable cooperation (including access to facilities and premises) as is required to provide the remedies in respect of Defective Products under warranty.
- d. With regard to a Product repaired or replaced under warranty, the original Warranty Period shall apply (i.e., running from the date the Product was initially delivered).

- e. Except as otherwise set forth in the Sales Agreement or as required under mandatory provisions of applicable law, the remedies as set forth in these Warranty Conditions constitute RABLE's sole liability and the Purchaser's exclusive remedies in respect of any Defect.

Article 10: Complaints

The Client may not invoke defects in the product or service unless a written complaint has been submitted to RABLE within fourteen days after the defect was detected or should, within reason, have been detected.

Article 11: Failure to take delivery

In the event that the Client has not taken delivery of any object after the delivery deadline has passed, those objects will remain available to the Client. Any objects of which the Client has not taken delivery will be stored for the Client's account (including costs of handling and insurance) and risk. RABLE may at any time invoke the powers granted by Article 6:90 of the Dutch Civil Code.

Article 12: Payment

12.1 RABLE shall at all times have the right to demand full or partial payment in advance. As to all other sales, payment must be made by the Client within 14 days after the relevant invoice date, unless otherwise agreed in writing.

12.2 The payment conditions specified notwithstanding, the Client is obliged, at RABLE's request, to provide security for payment, to the Client's satisfaction upon or after entering into the agreement and before its implementation. Failure on the Client's part to provide such security for payment within the period specified will immediately constitute default. In that event, RABLE is entitled to suspend or dissolve the agreement and recover any damages from the Client.

12.3 The Client's right to offset any claims on RABLE is excluded.

12.4 The full claim for payment is payable on demand in the following instances:

- a. If any payment deadline has been exceeded;
- b. If the Client has been declared bankrupt or requests suspension of payments;
- c. If any of the Client's assets or claims are seized;
- d. If the Client (if a company) is dissolved or wound up;
- e. If the Client (if a natural person) makes a request for judicial debt rescheduling, is placed under guardianship or dies.

12.5 If payment has not been made by the payment deadline specified, the Client shall be deemed to be in default without the need for any notice of default or judicial intervention and the Client is immediately liable to pay RABLE interest. That interest is payable at a rate of 15% per year, or at the statutory rate if that is higher. For the purposes of calculating the interest, partial months are counted as full months.

12.6 If payment has not been made by the payment deadline specified, the Client is immediately liable to pay RABLE all extrajudicial costs, to a minimum of € 75,-. The costs are calculated in accordance with the following table: 15% over the first € 3.000,-; 10% over the excess up to € 6.000,-; 8% over the excess up to € 15.000,-; 5% over the excess up to € 60.000,-; 3% over the excess from € 60.000,-. If the actual extrajudicial costs exceed those based on this formula, the Client is liable to pay the actual costs.

12.7 If judicial proceedings are decided in RABLE's favour, all costs incurred by RABLE in connection with those proceedings are for the Client's account.

Article 13: Retention of ownership and pledging

13.1 After delivery, RABLE remains the owner of the objects delivered for as long as:

- a. The Client fails or will fail in the fulfilment of the (payment) obligations stemming from this agreement or any similar agreements;
- b. The Client fails or will fail to pay for any work performed or to be performed under such agreements;
- c. The Client has not paid any claims arising from non-fulfilment of those agreements, such as compensation for damages, penalties, interest and costs.

13.2 As long as any objects are subject to retention of ownership, the Client may not encumber those objects in any way that exceeds the scope of the Client's ordinary activities.

13.3 Having invoked retention of ownership, RABLE may retrieve the objects delivered. The Client must allow RABLE to enter the place where those objects are located.

13.4 If RABLE cannot invoke retention of ownership because the objects delivered have been subject to confusion, deformation or accession, the Client is obliged to give the newly formed objects in pledge to RABLE.

Article 14: Cancellation

If the Client wishes to cancel the agreement without RABLE having failed in the performance thereof and if RABLE so agrees, RABLE is entitled to charge the expenses, damages and lost profit.

Article 15: Suspension and termination

15.1 In the event that the Client fails to comply with his obligations pursuant to an agreement into which he has entered, or fails to do so properly or on time, if there are grounds to fear that this will occur, or in the event that the Client applies for a suspension of payments, files for bankruptcy or liquidates his business, RABLE shall be entitled to suspend or terminate the agreement concerned without the need to give notice of default or for judicial intervention, and it shall not have a duty to provide any form of compensation.

15.2 Any claim on the part of RABLE pertaining to a part of the agreement which has already been executed, or harm suffered as a result of its suspension or termination, which shall be deemed to include loss of profit, shall fall due with immediate effect.

Article 16: Applicable law and competent court

16.1 These General Terms and Conditions and any agreements entered into by RABLE shall be solely governed by and construed in accordance with the laws of the Netherlands.

16.2 The Vienna Sales Convention (C.I.S.G.) does not apply to these General Terms and Conditions, nor do any other international regulations whose exclusion is permitted.

16.3 Only the Dutch civil court within whose jurisdiction RABLE's place of business is situated is competent to pass judgment on disputes, unless RABLE would elect to submit the dispute to competent courts elsewhere.

16.4 The provisions of article 16.3 leave intact the right of RABLE to obtain a settlement by means of arbitration of the International Chamber of Commerce under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrator(s). The place of arbitration will be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the Dutch or English language.