

SOLARITY S.R.O. GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS

DATE: December 1st, 2017

Unless agreed otherwise in the Purchase Agreement, the sales of the goods (hereinafter called only as the “**Goods**”) between **Solarity s.r.o.**, with its registered office in Prague 6 - Dejvice, at Vostrovská 787/45, Postcode: 160 00, Id. No.: 241 62 167, entered in the Commercial Register kept by the Municipal Court in Prague, Section C, Inset 184409 (hereinafter called only as the “**Seller**”) and buyer (hereinafter called only as the “**Buyer**”) are governed by following terms and conditions:

1. Entering into a contract

- 1.1. Individual specified deliveries of the Goods shall be carried out in accordance with the Buyer's orders confirmed by the Seller; the aspects which the parties shall define in the orders include, but are not limited to (i) the requested type and quantity of the Goods, (ii) price for its delivery and (iii) place of delivery. The orders shall be made in writing by mail, electronically by an on-line tool or by e-mail. On the basis of the order the Seller shall issue a pro forma or advance invoice which shall be delivered to the Buyer. The Buyer shall accept the invoice and confirm its acceptance by signing it and sending back to the Seller. The agreement between the Parties is entered into as of the date when the Seller, after having received the invoice duly signed by the Buyer, confirms the order to the Buyer, and the agreement is entered into under the terms and conditions following from the order and the invoice. As of that moment the Buyer is obliged to pay the purchase price under the agreed conditions. The Purchase agreement between the parties is also considered concluded upon the Buyer paying to the Seller advance payment on the basis of the issued advance invoice.

2. Purchase Price and Terms of Payment

- 2.1. The price for individual deliveries of the Goods shall be determined by the Seller's offer valid at the moment when the Buyer makes the order. The Seller's current price list is available at the www.solarity.cz website or it may also be sent to the Buyer upon request. The Seller may re-invoice costs related to the transportations and insurance of the Goods, the customs declaration, costs for potential financial services, or any other charges and taxes arising from the nature of the delivery as specified in the pro forma invoice.
- 2.2. The purchase price for the deliveries of the Goods shall be payable as agreed in the pro forma invoice before the delivery of the Goods to the Seller's bank account. Any bank fees related to the transaction shall be borne by the Buyer. The Buyer shall pay the purchase price on the basis of a pro forma invoice duly issued by the Seller.

- 2.3. The pro forma invoice shall be delivered to the Buyer in electronic format to the company email address defined in order or to such other address as the Buyer may have notified in writing to the Seller for such purpose.
- 2.4. The Seller may provide the Buyer with different payment conditions, taking into account the previous business cooperation and the achieved turnover. The due date is then set individually by the Seller. This service can be subject to a fee, or it can be reflected in the price of the Goods, whereof the Buyer shall be duly and timely notified.
- 2.5. If the Buyer fails to pay any debt to the Seller within the due period, the Buyer is obliged to pay a contractual penalty amounting to 0,25 % of the debt owed for each day of the delay. The Buyer's right to claim damages shall not be affected hereby. The Buyer's right to claim damages shall not be affected hereby.
- 2.6. If the Buyer fails to pay any debt to the Seller within 10 days of the due date, the Buyer is upon Seller's request obliged to secure the sum owed with a security (which can be, for example, acknowledgement of the debt, its reason and its amount, along with the stipulated payment date, with a notarial deed containing an enforcement clause; promissory note without protest; etc), which shall be chosen individually by the Seller. In the event of breach of this obligation, the Seller is entitled to a contractual penalty amounting to 0,25 % of the sum owed for each day of delay. The Buyer's right to claim damages shall not be affected hereby.
- 2.7. In the event of a delay in the payment of any part of the Purchase price, the Seller has right to withdraw from this Agreement.
- 2.8. In the event of repeated delay in payments from the Buyer, or any other apparent sign of insolvency, including the secondary insolvency, the Seller is hereby entitled to withdraw from previously agreed upon Terms of Payment, or to demand for any subsequent business transaction the payment to be made in advance, or in cash upon delivery and receipt of the Goods.

3. Delivery of Goods

- 3.1. The Seller shall deliver the Goods in accordance with EXW INCOTERMS 2010 to:
 - the warehouse of the Seller at Papírenská 1/180, 16000, Prague 6, Czech Republic;
 - or to another place as requested by the Buyer.
- 3.2. Subject to timely payment, the Goods shall be delivered to the Buyer within the deadline agreed by the parties. In the absence of any explicit agreement on the delivery time, the Goods shall be delivered without unnecessary delay. Should the Seller not be able to meet the agreed delivery time, it shall inform the Buyer thereof immediately in writing or by e-mail, and shall state the reason for the delay and its expected length.
- 3.3. The Buyer is obliged to confirm to the Seller or to a carrier authorized by the Seller the delivery of the Goods after they have been received. If requested so by the Seller, such a confirmation shall be made in writing. Furthermore, the Buyer agrees to confirm the receipt of the Goods at the place of delivery and on the designated date on the delivery note issued for each delivery of the Goods, and send it to the Seller in writing or by e-mail within 10 days of the receipt of

the Goods. Should the Buyer fail to fulfil this condition, the Seller may, together with the purchase price, charge VAT in accordance with valid legal regulations. Unless the Buyer submits a complaint in writing to the Seller that the Goods were not delivered within 5 calendar days of the agreed delivery date, the Goods shall be deemed to have been delivered and accepted by the Buyer.

- 3.4. Title to the Goods shall remain vested in the Seller and shall not pass to the Buyer until the purchase price for the Goods has been paid in full and received by the Seller.

4. Goods Inspection and Liability for Defects

- 4.1. The Buyer is obliged and agrees to inspect and check the Goods and its functionality without unnecessary delay after their delivery (i.e. the following calendar day at the latest). The Buyer shall notify the Seller of any defects to the Goods within 5 calendar days after

- the Buyer ascertained the defects, or the defect manifested itself for the first time,
- the Buyer could have ascertained the defects during the inspection which it was obliged to carry out during the handover of the Goods under this Article hereof, if employing due professional care,
- the defects could have been ascertained if employing due professional care, but not later than 12 months after the delivery of the Goods, or until the end of the warranty period if such warranty was granted.

If the Buyer fails to notify the Seller of the defect in time, the Buyer's rights arising from the defects to the Goods towards the Seller expire. If defects to the Goods are ascertained during the receipt of the Goods from the carrier, the Buyer is obliged to draw up a report on the damage to the Goods caused during its transportation, and provide such a report to the Seller. The Buyer shall also notify the manufacturer of the Goods of the occurrence of defects and the exercise of rights arising from the liability for defects to the Goods without unnecessary delay; the related claims shall be enforced directly against the manufacturer.

- 4.2. If the claim arising from liability for defects has the form of purchase price reduction, the Seller's liability shall be limited by the acquisition price of the Goods. By entering into the purchase contract with the Seller, the Buyer expressly waives its right towards the Seller to any possible damages related to the use of the Goods, or, as the case may be, to the liability for defects to the Goods, in the extent surpassing the purchase price of the Goods. Such a limitation of the liability for damage shall not apply to intentionally caused damage.
- 4.3. Neither of the Parties shall be liable to the other Party for any indirect, unforeseeable or consequential damage arising from the breach of purchase contract, including, but not limited to, limitation of profit or income, loss of business opportunities, loss of production or reputation, regardless of the nature of the claim, even if the party has been informed of the possibility of such damage.

5. Termination of the Purchase Agreement

- 5.1. If the Buyer materially or repeatedly breaches the Purchase Agreement which was agreed according to these conditions, or if there are reasons of operational or organizational nature on the Seller's part, the Seller may terminate the Purchase Agreement by notice in writing or by e-mail; the notice is effective as of the date of its delivery to the Buyer. Material breach of this Agreement shall include, but not be limited to, the Buyer's delay in paying the purchase price. For reasons of operational or organizational nature, the Seller may also terminate by notice any of the purchase agreements entered into under these conditions.
- 5.2. In the event of breach of the Purchase Agreement by the Buyer in a way which will cause the Seller to withdraw from the Purchase Agreement, the Seller is entitled to a contractual penalty amounting to 10 % of the agreed Purchase price according to the Purchase Agreement, including VAT. The Buyer's right to claim damages shall not be affected hereby.

6. Confidentiality

- 6.1. The terms and conditions agreed in the Purchase Agreement are deemed to be confidential. Neither of the parties may not disclose or make otherwise available to any third person any information on the terms and conditions, the subject and performance of the Purchase Agreement and any other information on negotiations relating to the Purchase Agreement and the other party and to use them for its own needs at variance with the purpose of such information without the prior written consent of the concerned Party, except for information disclosed by the Parties on the basis of a statutory obligation. The exemption from the confidentiality obligation pursuant to the preceding sentence shall also apply to information disclosed:
- to consultants of the parties that are bound by similar confidentiality obligations, and/or
 - employees of the competent governmental authorities and courts if the disclosure is required by legal regulations or otherwise justifiably requested, and/or
 - if the information has already been disclosed by the relevant party or has become publicly known without breach of obligations by any party, and/or
 - persons related to the party if such a disclosure is required in order to fulfil the obligations of the party following from the Purchase Agreement.

7. Correspondence

- 7.1. Any documents or notices between parties which require a written form shall be sent either through e-mail or through a postal license holder by registered mail to the contact addresses stated in the order or to such other address as such party may have notified in writing to the other for such purpose. The documents are deemed to be delivered on the actual date of their delivery to the addressee unless the first attempt of the postman to deliver the document was not successful. In such a case, the document is deemed to be delivered on the date of the first

unsuccessful attempt of the postman to deliver it. The Buyer agrees that any legal dealings arising from the Purchase Agreement can be done and delivered in an electronic form (e.g. an invoice, a letter in pdf form) to the e-mail address stated in order or to such other address as such party may have notified in writing to the other for such purpose and such document is deemed to be duly delivered.

- 7.2. If any of the parties changes its registered office or correspondence address, such a party is obliged to notify the other party without unnecessary delay of the change and the new correspondence address and/or new registered office. Until that occurs, delivery to the original address remains in force.

8. Force Majeure

- 8.1. Seller shall be entitled to suspend performance of its obligations under the Purchase Agreement to the extent that such performance is prevented or hindered by Force Majeure. Force Majeure shall include, without limitation, acts of God, acts of any governmental or super-national authority, unavailability of raw material, war or national emergency, break-down of plant or machinery, acts of terrorism, riots, civil commotion, strike or other labour disturbance, fire, explosion, flood and epidemic and any other unspecified, unforeseen and uncontrollable events comprehended in the term 'force majeure'.
- 8.2. Seller affirming to be affected by an event of Force Majeure shall notify the in writing within 5 calendar days of such event occurring, identifying the event that has occurred, the date upon which the event has prevented or hindered that Seller from performing its obligations and its best estimate of the date or dates upon which it will be able to resume performance of its obligations. Both Parties shall use reasonable endeavors to mitigate the effect of such event.

9. Governing Law and Dispute Settlement

- 9.1. The Purchase Agreement agreed according to these terms and conditions shall be governed by the law of the Czech Republic.
- 9.2. Any dispute, controversy or claim arising out of or relating to the Purchase Agreement, including the validity, invalidity, breach or termination thereof, shall be heard by Czech courts. Any dispute must be commenced within two (2) years after the cause of action has accrued.

10. Final Provisions

- 10.1. The Buyer may not assign and/or transfer in any other way any receivables or claims under the Purchase Agreement to third persons without Seller's express consent. The provisions of this Paragraph shall not be affected by the cancellation of the Purchase Agreement or withdrawal from this Purchase Agreement by any of the parties. Under no condition is the Buyer entitled to unilaterally set off his obligation to pay the purchase price and he is obliged to pay the purchase price on the due date without exception.

10.2. None of the Buyer's obligations towards the Seller may be performed by a unilateral set-off of any Buyer's receivables against Seller's receivables.

10.3. The Purchase Agreement may be modified only in writing, by means of consecutively numbered amendments duly executed by both parties.

10.4. The Buyer is obliged without delay inform in written the Seller in case that:

- any bankruptcy or enforcement proceeding was initiated against Buyer;
- the Buyer is in the state of bankruptcy or is not able to duly fulfil any of his obligations arising from this Agreement;
- the Buyer started the procedure of the company liquidation or sells his enterprise or makes any other significant changes in his company.

If any of above described situations occurs, the Seller has right to withdraw from this Agreement.

10.5. Should any deadline, term, condition, or provision of this document (i.e. these terms and conditions) be declared invalid, ineffective or unenforceable by a court of law, the other provisions of this document shall remain fully valid and effective and shall in no way be affected, prejudiced or rendered invalid. The Parties agree to replace such an invalid or unenforceable provision by some other contractual arrangement in the sense of this document that is valid, effective and enforceable.