

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. GENERAL PROVISIONS

The following General Terms and Conditions (the "GTC") shall apply to all Supply Agreements entered between MPRIME - SOLAR SOLUTIONS, S.A. (the "SUPPLIER") and its client (the "CLIENT"). The General Terms and Conditions shall prevail over any purchasing terms and conditions, or similar regulations, that the CLIENT may have implemented for its activity or organization.

These GTC are intended for professional clients only.

Any Proposal from SUPPLIER and any consecutive contract or order shall be governed exclusively by the GTCs and by the particular conditions agreed in writing between SUPPLIER and the CLIENT, if any. Unless otherwise agreed, the SUPPLIER's Proposal shall be valid during the validity indicated in the Offer, and if not, thirty (30) days from the date of its delivery to the Client.

The only documents being part of the supply agreement between the Parties (the "Supply Agreement") shall consist of the following documents in the following order of precedence:

- (i) the Order Confirmation sent by SUPPLIER,
- (ii) the Proposal and its appendices,
- (iii) the Particular Conditions, if any,
- (iv) the present GTC,
- (v) the CLIENT's Purchase Order or the CLIENT's Acceptance of the Proposal.

2. DEFINITIONS

The following expressions shall be interpreted in accordance with the following definitions:

Business Days: Monday to Friday included, and only during business days and excepting public holidays (national or municipal) of the country of the registered office of the SUPPLIER.

Delivery Note: a document accompanying the Product(s) that is to be signed by the CLIENT upon delivery of the Product(s).

Law: the law applicable to the Supply Agreement as mentioned in Clause 18 of these GTC.

Order Confirmation: Document issued and submitted by the SUPPLIER, (i) by means of which the SUPPLIER (i) confirms the Purchase Order placed by the CLIENT with the SUPPLIER (that confirms the content of the Supply Agreement), and (ii) which contains the

Particular Conditions applicable to the Supply Agreement, as finely agreed between the Parties, such as the delivery time, applicable INCOTERM, and payment conditions.

Party(ies) : refers to individually or collectively to the SUPPLIER and the CLIENT.

Product(s) : materials, equipment or movable goods subject to the Supply Agreement.

Proposal: Document presented by SUPPLIER, which expresses the contractual, economic, financial, and technical conditions under which it is proposed to supply the Product(s).

Purchase Order: Document issued by the CLIENT, intended for to the SUPPLIER, that is in line with the content of the Proposal, and with any other documents presented by the SUPPLIER as being part of the Supply Agreement, and referenced in paragraph 1 of these GTC.

Specifications: Manufacturer's Technical Specifications of the Product delivered by the SUPPLIER to the CLIENT.

Supply Agreement: Contractual legal relationship and documents whereby one of the Parties undertakes, in relation to the other Party, the delivery of Products on a single or continuous basis, at mutually agreed conditions, namely at a mutually price and within a certain period of time.

3. PLANNING AND IMPLEMENTATION

The SUPPLIER undertakes to deliver the Products in accordance with Supply Agreement.

Any orders to be considered valid shall have to be confirmed through the corresponding Order Confirmation. Any change to a Purchase Order previously approved by an Order Confirmation shall have to be approved in writing by both Parties.

The SUPPLIER may unilaterally extend the delivery period initially stipulated in the Supply Agreement in the event of force majeure as defined under Clause 13 hereunder, or in case of unforeseen circumstances

4. INTELLECTUAL AND INDUSTRIAL PROPERTY

All industrial or intellectual property rights over designs, models, patents, utility models, trade signs, projects or any other documents of which the CLIENT has knowledge or that are provided to it, under the Supply Agreement, are the property of the MANUFACTURER, and may not be used for other purposes or assigned to third parties, without the express authorization of the of the MANUFACTURER. The CLIENT shall ensure that its employees, subcontractors and any other person or entity using the Product(s) shall comply with the foregoing.

In case of violation of the Manufacturer's intellectual and industrial property rights over the Product(s), and of the obligations foreseen in the previous clause, CLIENT shall be responsible for all liabilities, costs, expenses, damages and losses suffered or incurred by the Manufacturer and/or by the SUPPLIER.

5. PRICE AND PAYMENTS

All prices are exclusive of any taxes (VAT and other) and transportation costs. Unless otherwise foreseen in the Proposal, the price shall be inclusive of import duties.

All price lists submitted to the CLIENT before the delivery of the Order Confirmation constitute provisional estimates. In case of modification of the prices, the SUPPLIER shall inform the CLIENT, and the CLIENT shall give its consent or refusal, in writing, for that modification.

Unless provided otherwise in the Supply Agreement, the CLIENT shall proceed to the payment of the full amount of Price no later than five (5) days Business Days before the delivery date of the Product(s). Payment shall be by bank wire transfer.

The initial term for payment shall be counted from the date of receipt of the invoices by the CLIENT electronically (uploading on dedicated platform) or via e-mail.

Any late payment shall give rise to financing charges in the amount equivalent to the legal commercial interest rate in force at the country of the SUPPLIER.

6. WARRANTY

The Product(s) supplied by SUPPLIER shall be covered by the warranty and set of guarantees granted by the corresponding Manufacturer (the "Manufacturer's Warranty"), which shall be transferred to the CLIENT upon full payment of the Product(s) price. The SUPPLIER undertakes to cooperate with the CLIENT in the management of any claims submitted by the CLIENT before the Manufacturer under the Manufacturer's Warranty.

No other warranty is provided by the SUPPLIER regarding the Product(s), and no warranty or representation is given by the SUPPLIER in terms of fitness for purpose of the Product(s).

The warranty period shall commence on the date of delivery of the Product(s).

The Manufacturer Warranty shall always be subject to the manufacturer's limitations of warranty, which shall include, amongst others, normal wear and tear, use, modification or addition made by the CLIENT or by a third-party to the Product(s), default or damages caused by action or omission of the CLIENT or of a

third-party, non-respect of the Manufacturer's instructions, including for installations, use, maintenance, or environment.

7. INSPECTION, SUPERVISION AND CONTROL UPON DELIVERY

Upon delivery of the Product(s) to the CLIENT, the CLIENT shall perform or cause to perform a visual inspection of the quantity and the apparent good condition of the packages containing the Product(s), without unpacking them. During such inspection, the CLIENT may reject, in whole or in part, the Product(s) supplied that are not in accordance with the Specifications, or that present defects.

Upon delivery the CLIENT shall sign the Delivery Note and make any reservations in the Delivery Note, if any.

If the CLIENT does not make any reservations within two (2) Business Days after delivery, the Product(s) shall be deemed as unconditionally approved by the CLIENT on the date of the delivery.

8. TRANSPORTATION AND TRANSFER OF RISK

Unless otherwise agreed in writing between the Parties, the Product(s) are sold EXW (INCOTERM 2020) – SUPPLIER'S Warehouse (to be identified in Order Confirmation).

9. TRANSFER OF PROPERTY

The transfer of title of property of the Product(s) to the CLIENT shall only occur upon full payment of the Product(s) price and of any other amount due by the CLIENT under the Supply Agreement.

10. ASSIGNMENT

The SUPPLIER may, without the prior consent of the CLIENT, assign its contractual position, as well as any right and/or obligation arising from the Supply Agreement to a company of its corporate group (Votalia Group), with written communication to the CLIENT.

The SUPPLIER may, without the prior consent of the CLIENT, conclude factoring agreements or any of type of assignment of monies on the credit involved or any other act of disposition of the credit that the SUPPLIER is entitled to under the Supply Agreement, with written communication to the CLIENT.

11. ETHICS AND COMPLIANCE

The CLIENT undertakes that it has read, understood, and will abide by the Ethics Guide and Code of Conduct available at

<https://www.votalia.com/about/ethics-and-compliance>

The CLIENT agrees to comply with all applicable laws, regulations and international standards relating to anti-corruption, including, but not limited, to the French law n°2016-1691 of December 9, 2016, related to transparency, the fight against corruption and modernization of the economy.

The CLIENT also undertakes to comply with the fundamental principles related to, among others, labour law, human rights, protection of the environment, health and safety, recognized in the International Bill of Human Rights and the fundamental conventions of the International Labour Organization, and if applicable, the UK Modern Slavery Act.

Notwithstanding anything in these General Terms and Conditions, in the event of failure to comply with the above obligations, the SUPPLIER may terminate the Supply Agreement by sending a writing notice with immediate effect and without liability for the SUPPLIER.

12. DATA PROTECTION

The Parties shall comply with their respective obligations under the provisions of the Regulation (EU) 2016/679 (General Data Protection Regulation or GDPR), as well as with all laws, rules, regulations, orders, decrees, regulatory directives and self-regulations applicable to the personal data in question, as amended from time to time (collectively, "Data Protection Law").

Each Party is solely responsible for compliance with its respective obligations under any applicable Data Protection Law. Each Party is responsible for its own policies and appropriate measures for the protection of personal data, in compliance with the Data Protection Law.

If any of the Parties reasonably considers (i) that, according to the Data Protection Law, additional measures are necessary for regulating the protection of personal data in the performance of this Supply Agreement, or (ii) that it is necessary to enter into a Data Processing Agreement or any similar agreement between the Parties, the Parties undertake to sign or to take, if necessary, additional agreements and/or measures and/or to enter into an amendment to this Supply Agreement for this purpose.

The CLIENT may contact the SUPPLIER with regard to issues related to the processing of personal data at the SUPPLIER's head office or by e-mail to privacy@vitalia.com.

13. FORCE MAJEURE

Force majeure is considered to be any unforeseeable and unavoidable event whose effects occur independently of the Parties' personal will or circumstances, such as war, public order measures, any governmental action or inaction of a lawfully

constituted authority, including embargos, trade or custom restrictions, sanctions, quotas, boycotts or prohibitions, epidemics, pandemics, cyclones, earthquakes, fire, storm lightnings, floods, riots, strikes, lock-outs, trade or custom restriction, shipping congestion at port of loading/unloading, shortage of material, fuel or energy shortage or restriction, transportation shortage or restriction affecting, directly or indirectly, the supply or delivery of the Products, either by the SUPPLIER or by the SUPPLIER'S suppliers or subcontractors.

In an event of force majeure, the affected Party shall notify the other Party, in writing, within eight (8) calendar days from the date of its knowledge of the event.

Obligations under the Supply Agreement affected by the force majeure event shall be suspended for the duration of the Force Majeure event. Each Party shall bear its own costs resulting from an event of force majeure.

14. TERMINATION AND SUSPENSION

In addition to any other circumstances recognized under mandatory provisions of the Law, the SUPPLIER shall be entitled to terminate the Supply Agreement, by means of written notice sent by registered post with acknowledgment of receipt, to the CLIENT's address, if:

- a) The CLIENT incurs into a material breach of the Supply Agreement, and fails to remedy such breach within thirty (30) calendar days after having notified to that effect;
- b) The SUPPLIER does not receive the payment of any amounts contractually due within twenty (20) Business Days, after giving notice to CLIENT to pay the outstanding amounts;
- c) Subject to applicable Law, the CLIENT is in a situation of bankruptcy, insolvency, goes into liquidation, administration, reorganisation, winding-up, or dissolution, becomes subject to the appointment of a liquidator, receiver, administrator, manager or trustee, enters into a composition or arrangement with the CLIENT's creditors, or any act is done or any event occurs which is analogous to or has similar effect to any of these acts or events under the applicable Law;
- d) The CLIENT become subject to sanctions as described Clause 11 to these GTC.

In case of termination of the Supply Agreement by reasons attributable to the CLIENT, as foreseen above, the CLIENT shall indemnify and hold the SUPPLIER harmless from any and all costs, losses, and damages incurred by the SUPPLIER in result of the termination, and the CLIENT shall promptly return

to the SUPPLIER any supplied Product(s) that are not fully paid.

If the CLIENT does not pay the SUPPLIER according to the payment terms, the SUPPLIER has the right to suspend the Supply Agreement until due payment from the CLIENT, without prejudice of the financial interest due until full payment.

15. CONFIDENTIALITY

Each of the Parties acknowledges and agrees that all information of any nature, on any means and in any form whatsoever, obtained from the other Party or in any other manner, transmitted before or during the execution of the Supply Agreement is strictly confidential ("Confidential Information"), and agrees to keep it as such for the duration of the Supply Agreement, and for two (2) years following its termination or expiration. Any press release or publicity relating to the Supply Agreement is subject to the prior written consent of the counterparty. The Parties may only communicate confidential information to agents, customers, subsidiaries, employees, service providers, suppliers and subcontractors who need to know such information for the strict performance of the Supply Agreement. Each of the Parties undertakes to ensure that its agents, customers, subsidiaries, employees, service providers, suppliers and subcontractors are subject to the same obligations of confidentiality as provided herein.

The obligations of the Parties in relation to the maintenance and nondisclosure of Confidential Information do not extend to information that: (i) is or becomes public knowledge, otherwise than pursuant to a breach of this clause by the Party who received such Confidential Information; (ii) is required by the provisions of any law, statute or regulation, or during any court proceedings to be disclose and the Party required to make the disclosure has limited, as far as reasonably possible, the extent of such disclosure and has consulted with the other Party prior to making such disclosure.

If a Party becomes legally compelled or is required by any governmental authority having appropriate jurisdiction to disclose any of the Confidential Information, that Party shall promptly provide the other Party with such notice (including copies of the governmental authority's requirements) so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Parties shall cooperate with each other to obtain any protective order or other remedy. If a protective order or other remedy is not available, then the Party called upon to make disclosure shall only disclose that portion of the

Confidential Information that is legally required to be disclosed.

16. LIMITATION OF LIABILITY

The total maximum liability of SUPPLIER under or in connection with the Supply Agreement shall not exceed an amount equivalent to 20% (twenty) percent of the Price to be paid by the CLIENT for the Supply Agreement under which the SUPPLIER is found liable before the CLIENT.

This shall not limit the liability of the SUPPLIER in case of gross negligence or wilful misconduct.

SUPPLIER's liability shall be limited to the maximum extent permitted by Law, to compensation for direct damages incurred by the CLIENT as a result of SUPPLIER's breach of the Supply Agreement. Under no circumstances shall the SUPPLIER be liable to the CLIENT for indirect and/or consequential damages, including for lost profits, loss of use (liability arising from delay in transportation), loss of contract, loss of production, loss of benefit, loss of revenue, economic or financial losses, or reputational damages.

17. SEVERABILITY AND AMENDMENT

If any of the provisions of these GTC is shown as, or is declared to be, totally or partially unfeasible, ineffective or invalid, the remaining provisions shall remain unaltered to the extent they are unaffected by this lack of feasibility, inefficiency or invalidity. The Parties shall take immediate steps to replace such provisions by other feasible, effective and valid provisions that are equivalent to the extent legally practicable, in content to the substituted clauses and/or aiming at the same or equivalent purpose.

The present GTC may be amended only with the mutual written agreement of the Parties.

18. LAW - JURISDICTION

The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention).

The Supply Agreement shall be governed by the laws of Portugal.

Failing amicable settlement, any disputes between the Parties regarding the interpretation, validity or fulfilment of the Supply Agreement, shall be settled by the judicial court of Oliveira de Frades, Portugal.