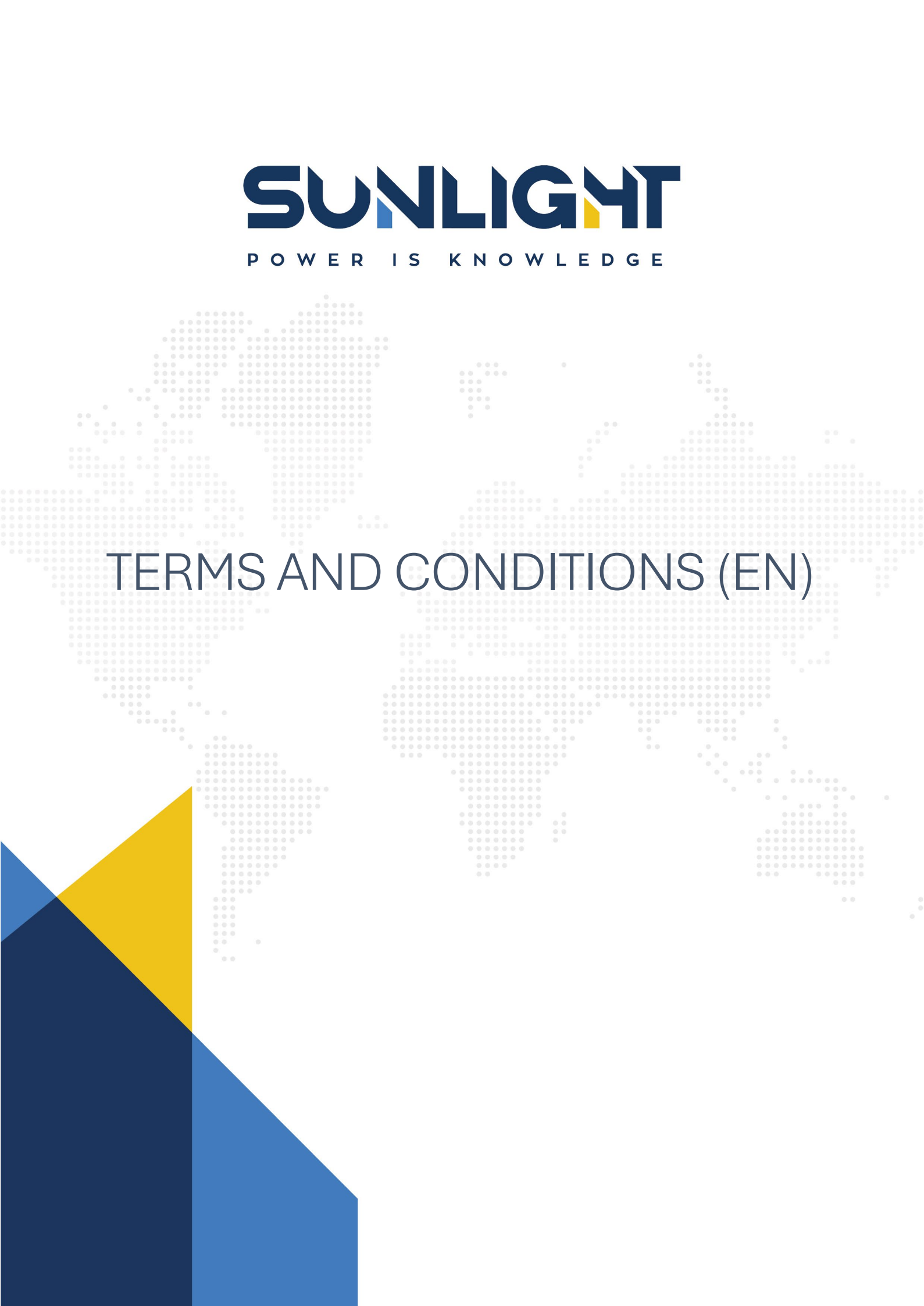




POWER IS KNOWLEDGE

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TERMS AND CONDITIONS (EN)

A. General terms and conditions for the purchase of goods and services

1 Scope

- 1.1 These general terms and conditions (“General Terms”) are applicable to all, and any purchase order (“P.O.”) placed by Sunlight Group Energy Storage Systems (the “Purchaser”) either for itself or on behalf of its affiliates and to all, and any delivery of goods and services to the Purchaser by all, and any of its suppliers and service providers (“Suppliers”).
- 1.2 The General Terms form an integral part of all offers and P.O.s and confirmations for the supply of goods and services to the Purchaser. Deviations from the General Terms are applicable only if previously confirmed in writing by the Purchaser. The Purchaser shall not be bound by the conditions of business and terms of delivery of the Supplier or by any other documentation of the Supplier intended to replace or modify the General Terms.

2 Offers and P.O.s

- 2.1 Any and all offers submitted to us by the Supplier must be binding for the Supplier and delivered to us free of any charge or cost.
- 2.2 We will not reimburse the Supplier for preparations and presentations of offers, workshops, meetings, drafts, transportation and accommodation costs or any other expenses regarding offers and P.O.s, unless otherwise agreed in writing.
- 2.3 Any amendments, changes of scope and additions to the P.O. and other related statements are binding for the Purchaser only if submitted in writing.
- 2.4 If the Supplier does not accept our P.O. within seven (7) calendar days upon receipt thereof, we have the right either to consider the P.O. as accepted by the Supplier, or to cancel the P.O. free of charge.

3 Delivery of Goods and Services

- 3.1 The Supplier agrees to deliver the goods and to perform the services in accordance with the agreed lead times, and other delivery terms.
- 3.2 The Supplier shall, at its own expenses, properly pack, load and deliver the goods to the place of receipt stated in the P.O. (“Delivery Place”). No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or other charges, unless provided for in the applicable P.O., or otherwise agreed to in writing by the Purchaser.
- 3.3 The Supplier should handle any materials provided by the Purchaser (samples, documents, etc.) with the necessary degree of care and diligence, and is obligated to carry insurance coverage for such materials against loss, theft, fire, etc. at the replacement price thereof.

4 Prices, Invoices, Payment Terms

- 4.1 All prices are quoted in the P.O. as fixed prices excluding applicable VAT, except if otherwise agreed in writing in the P.O.

- 4.2 P.O. prices are final and inclusive of any costs required for any necessary certificates, drawings, valuations etc., in the language required by and agreed upon with the Purchaser.
- 4.3 All prices are quoted for free delivery to the Delivery Place, as per the agreed in the P.O. delivery terms.
- 4.4 Every invoice delivered by the Supplier must meet the Purchaser's requirements. Every invoice must be sent by the Supplier to the Purchaser immediately.
- 4.5 Payments are made as per agreed payment terms. Payments shall not be deemed as acknowledgement that the goods or services are in accordance with the agreed specifications.
- 4.6 In case the supply of goods or services is part of a project, partial payments to the Supplier will be subject to the Purchaser's final approval of the project and will follow the project's overall payment scheme.

5 Dates, Deadlines

- 5.1 Time is of the essence with respect to delivery of goods and performance of services. Goods shall be delivered, and services shall be performed by the delivery date stated in the P.O., or otherwise agreed in writing.
- 5.2 At any time prior to the delivery date, the Purchaser may, upon notice to the Supplier and for a reasonable cause or due to a failure of the Supplier to comply with the General Terms, cancel or change a P.O., or any portion thereof.

6 Penalties

- 6.1 The Supplier shall immediately notify the Purchaser, if the Supplier estimates it will be unable to meet a delivery date.
- 6.2 When the Supplier fails to meet a delivery date, it shall pay as penalty an amount equal to 0,5% of each invoice per each week of delay. The payment or deduction of such penalties shall not relieve the Supplier from its obligation to complete and deliver the goods or from any other obligations or liabilities under the P.O.

7 Inspection, Acceptance

- 7.1 All shipments of goods and performance of services shall be subject to the Purchaser's right of inspection. The Purchaser shall have thirty (30) days ("Inspection Period") following the delivery of the goods at the Delivery Place or the performance of the services, to undertake such inspection. Upon such inspection, the Purchaser shall either accept the goods or services ("Acceptance") or reject them. The Purchaser shall have the right to reject partial, excessive or short deliveries and deliveries of any damaged or defective goods. In addition, the Purchaser shall have the right to reject any goods or services which are not in conformance with the agreed specifications.
- 7.2 Inspection of goods will take place with regards to obvious defects. Hidden defects will be notified as soon as they are detected, according to the circumstances of the orderly course of business.
- 7.3 Transfer of title of goods to the Purchaser shall not constitute the Purchaser's Acceptance of those goods. The Purchaser shall provide notice to the Supplier, within the Inspection Period, of any goods or services which are rejected, together with the reasons for the rejection. The Purchaser's inspection, testing, or Acceptance, or use of the goods or services hereunder shall not limit or

otherwise affect the Supplier's warranty obligations hereunder with respect to the goods or services, and such warranties shall survive inspection, test, Acceptance and use of the goods or services.

- 7.4 The Purchaser shall be entitled to return rejected goods to the Supplier at the Supplier's expense and risk of loss for, at the Purchaser's option, either: (i) full credit or refund of all amounts paid by the Purchaser to the Supplier for the rejected goods, or (ii) replacement goods to be received within the time period specified by the Purchaser. Title to rejected goods that are returned to the Supplier shall transfer to the Supplier upon such delivery and such goods shall not be replaced by the Supplier, except upon written instructions from the Purchaser. All above rights are without prejudice to the Purchaser's right to claim further damages and expenses or loss of income.

8 Packaging

- 8.1 The Supplier must provide suitable packaging for its supplied goods at its own expenses and responsibility. The Purchaser is a DIN EN ISO 14001: 2015 certified company; therefore, it requires its Suppliers to provide packaging that considers the environment.

9 Risk, Title

- 9.1 Irrespective of the agreed price terms, title and risk of loss or damage shall pass to the Purchaser, in case of delivery without installation or assembly, upon receipt of goods at the Delivery Place as per agreed INCOTERMS 2020; in the event of delivery with installation or assembly, upon successful completion of Acceptance. Commissioning or use shall not replace the Purchaser's declaration of acceptance.

10 Safety, Environmental Protection

- 10.1 With regard to goods and services delivered to the Purchaser, the Supplier is solely liable for the compliance of goods and services with statutory provisions relating to safety and environmental protection. The Supplier shall be solely liable for compliance with regulations for the prevention of accidents.

11 Product/Services Warranties

- 11.1 The Supplier's warranties for the delivered goods/services begin taking effect as of the date of final acceptance of the goods/services.
- 11.2 The Supplier warrants to the Purchaser that during the goods' warranty period, all goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by the Purchaser, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the agreed specifications (including plans, graphs or other specific demands); (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to the Purchaser; and (viii) compliant with all applicable laws, regulations, standards, and codes.
- 11.3 The Supplier warrants to perform all services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under these General terms; (ii) in accordance with all specifications

and all Purchaser policies, guidelines, by-laws and codes of conduct applicable to the Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the services.

- 11.4 The Supplier further warrants to the Purchaser that, always, all goods and services (including deliverables) will not be in violation of, or infringe any, intellectual property rights.
- 11.5 The Supplier shall assign to the Purchaser all manufacturer's warranties and certifications for goods not manufactured by or for the Supplier and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to the Purchaser.
- 11.6 In the event of a breach of any of the Supplier's warranties in this Section 11, and without prejudice to any other right or remedy available to the Purchaser (including the Purchaser's indemnification rights hereunder), the Supplier will, at the Purchaser's option and the Supplier's expense, refund the purchase price for, or correct or replace the affected goods, or re-perform the affected services, within 10 day(s) from the Purchaser's notice of warranty breach to the Supplier. All associated costs, including costs of re-performance, costs to inspect the goods and services, transportation of the goods from the Purchaser to the Supplier, and return shipment to the Purchaser, and costs resulting from supply chain interruptions, will be borne by the Supplier. If the goods are corrected or replaced, the warranties in this Section 11 will continue as to the corrected or replaced goods for a further equal warranty period commencing on the date of Acceptance of the corrected or replaced goods by the Purchaser. If the Supplier fails to repair or replace the goods within the time periods required above, or in urgent cases, especially where operating safety is in jeopardy or for the purposes of preventing an exceptionally high damage or loss, or for the removal of insignificant defects, the Purchaser may itself or through third parties repair or replace the goods at the Supplier's expenses.
- 11.7 In the event that any goods provided by the Supplier to the Purchaser are subject to a claim or allegation of infringement of intellectual property rights of a third party, the Supplier shall, at its own option and expense, without prejudice to any other right or remedy of the Purchaser (including the Purchaser's indemnification rights hereunder), promptly provide the Purchaser with a commercially reasonable alternative, including the procurement for the Purchaser of the right to continue using the goods in question, the replacement of such goods with a non-infringing alternative satisfactory to the Purchaser, or the modification of such goods (without affecting functionality) to render them non-infringing.

12 Insurance

- 12.1 The Supplier warrants and represents to the Purchaser that it has put in place, with reputable insurers, such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services, similar to those provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk insurance, and automobile liability insurance).
- 12.2 In addition, the Supplier will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by the Purchaser from time to time. The Supplier will promptly deliver to the Purchaser, as and when requested, written proof of such insurance. If requested, the Purchaser will be named as an additional insured under any such policies.

13 Intellectual Property Rights

- 13.1 All Intellectual Property Rights in and to each deliverable shall vest in the Purchaser free and clear of all liens and encumbrances on receipt of payment by the Supplier for each deliverable. To the extent that any Deliverables contain any intellectual property of the Supplier, the Supplier hereby grants to the Purchaser a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the deliverables. The Supplier agrees to provide to the Purchaser all assistance reasonably requested by the Purchaser to perfect the rights described herein.

14 Indemnities

- 14.1 The Supplier shall indemnify, defend and hold harmless the Purchaser, and its officers, directors, employees, consultants, and agents ("Purchaser Indemnified Parties") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Purchaser Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the goods or services, or from the failure of the goods or services to comply with the warranties hereunder; (b) any claim that the goods or services infringe or violate intellectual property rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission by the Supplier or any of its subcontractors; (d) the Supplier's breach of any of its obligations under these General Terms; or (e) any liens or encumbrances relating to any goods or services.

15 Confidentiality

- 15.1 All non-public, confidential, or proprietary information of the Purchaser, including but not limited to trade secrets, intellectual property, business information, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Supplier lists, pricing, discounts, trade secrets, which is disclosed by or on behalf of the Purchaser to the Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with these General Terms is strictly confidential, is provided solely for the use of performing these General Terms, and may not be disclosed to any person, unless authorized in advance by the Purchaser in writing. Upon the Purchaser's request, the Supplier will promptly return all documents and other materials received from the Purchaser.
- 15.2 This Section does not apply to information that is: (a) in the public domain, through no fault of the Supplier, at or subsequent to the time such confidential information was disclosed to the Supplier by the Purchaser; (b) rightfully known by the Supplier free of any obligation of confidence at the time of disclosure to the Supplier by the Purchaser, as evidenced by written records; or (c) rightfully obtained by the Supplier from a third party without similar restriction from such party and the disclosure of which from such third party does not constitute a violation of an obligation by such third party to the Purchaser, each as evidenced by written records.

16 Data Protection

- 16.1 The Purchaser processes personal data of the Supplier only in compliance with applicable data

protection laws. The Supplier has taken note of and agrees to the terms of the Purchaser Privacy Policy as currently in force. The Purchaser reserves the right to update and amend such Privacy Policy to conform to current requirements.

- 16.2 The Supplier warrants and represents to fully remedy any loss or damage incurred by the Purchaser, whether caused by the Supplier itself or its officers or servants or associates (contractors or agents) due to a breach of data protection legislation.
- 16.3 In case the Supplier processes personal data on behalf of the Purchaser, the Supplier shall deem to act as a data processor, pursuant to article 28 of the GDPR. In such case, the Supplier is obliged to sign an additional data processing agreement, if requested by the Purchaser.

17 Economic Sanctions & Trade Control

17.1 The Supplier declares and warrants that it will:

- (i) comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("Sanctions"), as well as all trade control laws and regulations ("Trade Control Laws") enacted or enforced by the United Kingdom, European Union, United States of America, United Nations and any other relevant government or competent authority;
- (ii) not knowingly do anything which may cause the Purchaser to breach Sanctions or Trade Control Laws;
- (iii) provide such assistance, documentation and information to the Purchaser as it may reasonably request;
- (iv) notify the Purchaser in writing as soon as it becomes aware of an actual or potential investigation/breach in relation to the applicable laws or any material change in the status of any of the parties to this agreement in respect of: - Sanctions status e.g. the inclusion on a Sanctions list in any applicable jurisdiction (as stated in (i) above); - Trade Control status e.g. becoming listed on a restricted parties list.

17.2 The Purchaser is entitled to immediately terminate any relationship with the Supplier if the Purchaser, acting in good faith, believes that the Supplier or any Supplier personnel has breached the Economic Sanctions or Trade Control Laws or any statement, representation, warranty or agreement contained in this Section 17.

17.3 The Supplier will indemnify and hold the Purchaser harmless against all and any claim, remedy, proceeding, punishment, investigation, penalty and fine of any kind caused by the Supplier's breach of any provision of the Economic Sanctions or Trade Control Laws and this Section 17. This Section 17 continues to apply after the expiration or termination of the relationship between Purchaser and Supplier.

18 Anti-Corruption & Anti-Bribery

18.1 For the purposes of this article:

- (A) "Anti-corruption Laws" means any applicable national or foreign law against bribery, corruption, money laundering and the relevant decisions, decrees or regulations as they apply from time to time.
- (B) "Supplier Personnel" means executives, directors, employees of the Supplier, direct or indirect beneficiaries, owners, or shareholders, or any person acting on its behalf, including but not limited to, subcontractors and/or dealers.

- 18.2 The Supplier declares and warrants that it is aware of the Anti-corruption Laws and neither the Supplier nor any Supplier personnel have been or are involved in any activity relating, directly or indirectly, to any act or action that would constitute a breach of Anti-corruption Laws or in any way would cause the Purchaser, its representatives, directors, employees or associates to be held liable for a breach of Anticorruption Laws.
- 18.3 The Supplier declares that in relation to any goods and/or services to be provided under these General Terms:
- (i) The Supplier will ensure that the Supplier Personnel will not pay, offer, promise to pay or authorize the payment, directly or indirectly, of gifts, money or other things and rewards or anything of value in violation of the AntiCorruption Laws;
 - (ii) The Supplier will maintain for ten (10) years correct and accurate books and records and generally accounts in which all payments made in connection with any sale or service provided under these General Terms will be clearly and precisely reflected and upon request will provide the Purchaser or its representatives with copies thereof. The Supplier promises not to provide the Purchaser with inaccurate documentation and records in relation to any action performed under these General Terms.
- 18.4 The Purchaser is entitled to immediately terminate any relationship with the Supplier if the Purchaser, acting in good faith, believes that the Supplier or any Supplier Personnel has breached Anti-corruption Laws or any statement, representation, warranty or agreement contained in this Section 18.
- 18.5 The Supplier will indemnify and hold the Purchaser harmless against all and any claim, remedy, proceeding, punishment, investigation, penalty and fine of any kind caused by the Supplier's breach of any provision of Anticorruption Laws and this section 18. This section 18 continues to apply after the expiration or termination of the relationship between Purchaser and Supplier.

19 Compliance with the Purchaser's Policies and Code of Conduct

- 19.1 The Supplier undertakes to comply with the Purchaser's Code of Conduct, Compliance Policies and Procedures, as currently in force. Failure to comply with this undertaking constitutes serious breach of the contractual relationship between the Parties and shall entitle the Purchaser to terminate the contract with immediate effect, without prejudice to the right to compensation for the Purchaser of all the damages suffered due to such termination.

20 Amendments to General Terms

- 20.1 Without prejudice to sections 1.2. and 2.3. hereof, all amendments to these General Terms, as well as any deviations therefrom or supplementary agreements thereto must be made in writing.

21 Applicable Law & Jurisdiction

- 21.1 Any disputes arising from or relating to the relationship between Purchaser and Supplier in respect of the sales of products, shall be settled amicably. Should this not be possible for a period of one month, the matter shall be referred to and shall be exclusively settled by the Courts of Athens, Greece. This Agreement shall be governed in all respects by the substantive laws of Greece.

22 Severability

- 22.1 Should any provision of these General Terms be or become invalid, the validity of the remaining provisions shall not be affected. Both Purchaser and Supplier are obliged to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of its economic success.

B. General terms and conditions of sales

1 Scope

- 1.1 These general terms and conditions (“General Terms”) define the terms and conditions under which SUNLIGHT GROUP ENERGY STORAGE SYSTEMS INDUSTRIAL AND COMMERCIAL SOCIETE ANONYME (“Sunlight Group”) accepts the purchase orders by its customers (the “Customer”). The sale of products by Sunlight Group to the Customer and the respective rights and obligations of the parties shall be exclusively governed by these General Terms, which form an integral part of all Sunlight Group’s pro-forma invoices, offers or other documentation issued by Sunlight Group, as the case may be, via which the purchase orders are accepted by Sunlight Group.
- 1.2 These General Terms prevail over any other terms and conditions set by the Customer, even if Sunlight Group does not expressly reject such terms and conditions set by the Customer. Deviations from the General Terms are applicable only if previously confirmed in writing by Sunlight Group.
- 1.3 Any verbal agreements, declarations or commitments of distributors, agents or employees of Sunlight Group will not be binding for Sunlight Group unless confirmed in writing.

2 Descriptions of Products

- 2.1 Information or data on the characteristics and/or technical specifications of the products, provided in offers, leaflets, catalogues, brochures and photographs is non-binding, unless it is explicitly designated as binding. Any minor deviations in figures, drawings, dimensions and weights, consumption and power ratings etc. are considered as fully accepted by the Customer.
- 2.2 Sunlight Group may make changes in the Products without obligation to do such changes in any Product manufactured prior to adoption of such changes. At any time prior to delivery of any products ordered by the Customer (provided that such order is confirmed by Sunlight Group) the products are subject to alterations and modifications in respect of construction and design that will not impair the correct functioning of the product or its intended use by the Customer at the time the agreement was entered into without providing prior notice to the Customer. Such alterations or modifications do not represent a cause for complaint and do not entitle the Customer to cancel an order.
- 2.3 Drawings and technical documentation made available to the Customer, remain the property of Sunlight Group. They can be used by the Customer solely for installation, use and maintenance of the products. They may not be used in any other way, such as for the manufacture by other parties of the objects illustrated or described and they cannot be copied, transmitted or communicated to third parties, except with the consent of Sunlight Group.

3 Offer, conclusion of contract

- 3.1 A contract between Sunlight Group and the Customer comes into existence only upon Sunlight Group's issuance of the respective pro forma invoice, via which the purchase order submitted by the Customer is confirmed. The Customer must accept or reject such pro forma invoice within two (2) days from its receipt, otherwise it will be considered as implicitly accepted. Either express or implicit acceptance of Sunlight Group's pro forma invoice shall be deemed as acceptance of the General Terms, which will be the only ones to govern the contractual relationship between the parties.
- 3.2 After Sunlight Group has accepted and confirmed a purchase order for any product by the issuance of a pro-forma invoice, Customer may not cancel, postpone or reduce the quantity of product(s) ordered without Sunlight Group's prior written approval, and subject to a cancellation charge that will be defined at Sunlight Group's sole discretion.

4 Delivery and terms of delivery

- 4.1 The delivery time quoted by Sunlight Group in its pro-forma invoice, via which the order is confirmed, is intended as an approximation and it is not binding, unless a delivery date is expressly indicated as being binding. Any delay in delivery does not entitle the Customer to cancel the order or to deny acceptance/receipt of the Products or deny the payment of the Products.
- 4.2 In case of a Force Majeure event, any binding agreed delivery terms, specified in the purchase order confirmation, will be extended for the duration of the event, unless such event exceeds 120 days, in which case, Sunlight Group may terminate the pending order(s). "Force Majeure" shall include events beyond the reasonable control of either party, including acts of God, war, natural disasters or pandemics or epidemics.
- 4.3 Sunlight Group is entitled to effect partial deliveries and to separately invoice such deliveries.
- 4.4 Unless otherwise agreed in writing, all deliveries are Ex Works, Sunlight Group's factory, N. Olvio Xanthi, Greece (INCOTERMS 2020). Upon Sunlight Group's notice that any shipment is ready, the Customer shall within reasonable time indicate the date of exact pick up, which shall not exceed ten (10) calendar days from Sunlight Group's notice that the shipment is ready. If the Customer fails to do so, the Customer shall pay all Sunlight Group's subsequent storage, handling, insurance, custom and/or other expenses.
- 4.5 Sunlight Group shall follow the standard packaging requirements customarily used by Sunlight Group for the shipping method selected for the Products. Seaworthy packaging or any other special packaging will only be made on explicit request and at Customer's expense.

5 Intellectual Property Rights

- 5.1 When Sunlight Group provides or uses third party software, such software is provided "as is", without any expressed or implied warranties on behalf of Sunlight Group.
- 5.2 All rights to any design, patent rights, copyrights, trademarks, trade names, know-how, software and any intellectual property, protected by domestic and international law and regulations (collectively the "Intellectual Property") in any Products are owned by Sunlight Group, its affiliates or licensors. Sunlight Group, its affiliates and licensors retain all rights in and to the Products and Intellectual Property. No rights are granted to the Customer under these General Terms, except if it is otherwise agreed in writing between the Parties.

6 Prices

- 6.1 Unless otherwise agreed in writing, the prices quoted in Sunlight Group's price list, are EX WORKS, Sunlight Group's factory, Neo Olvio, Xanthi, Greece (INCOTERMS 2020), as on the date of invoicing or the date of issuance of the proforma invoice, as the case may be, value added tax at the statutory rate exclusive. Prices do not include any special packaging, insurance, transport, custom handling and duties, taxes or other costs (e.g. installation, commissioning), except as otherwise agreed in writing.
- 6.2 Sunlight Group is entitled to unilaterally adjust the communicated price lists at any time due to the MTZ lead surcharge.
- 6.3 Taking into account that the offered pricelists by Sunlight Group are on the basis of the expected annual volumes to be ordered by the Customer, in case, the volumes ordered by the Customer are less than 10% than the ones initially expected, Sunlight is entitled to adjust 3 the prices accordingly.
- 6.4 Without prejudice to the rights of 6.2 and 6.3, Sunlight Group reserves the right to adjust the communicated prices, indicatively due to any changes in the pricing of raw materials and/or the components used in the Products, or in the pricing of energy and/or transportation costs and/or labor costs, at any time, including between the date when the order is placed and the date of invoicing. Sunlight Group shall communicate any price increase to the Customer at least fifteen (15) calendar days before it becomes effective. If Customer objects to the price increase in writing and at the latest ten (10) calendar days before the price increase becomes effective, the price increase shall not become effective. In such case, Sunlight Group may terminate the agreement with the Customer by written notice given until the date upon which the planned price increase would become effective. Such termination shall be effective at the date upon which the planned price increase would become effective. Failure by Customer to timely object to the price increase in writing shall be considered as Customer's consent to the price increase.

7 Terms of Payment

- 7.1 Full payment will be made, as per the agreed payment terms indicated in Sunlight Group's proforma invoice. Payments are to be made without any set-off or deductions of any kind, unless otherwise explicitly agreed. Should the time limit for payment be exceeded, the Customer is in default with no notice or reminder from Sunlight Group being necessary. Acceptance of a partial payment by Sunlight Group shall not be a waiver of the right to be paid the remainder due.
- 7.2 If the Customer is in default, in part or in whole, default interest shall apply from the due date onwards at a rate of 7 percentage points above the relevant applicable base interest rate of the European Central Bank. Payment of such default interest shall not affect the right of Sunlight Group to be compensated for any damage, loss and cost due to the Customer's default.
- 7.3 In the event of delay on the part of the Customer in accepting any delivered products, the entire purchase price or the remainder thereof becomes due for immediate payment.
- 7.4 The Customer is expressly prohibited from setting off payment against counter-claims unless such counter-claim has been recognized by Sunlight Group or has been finally adjudicated by a competent court of law.
- 7.5 Sunlight Group may request that Customer procures a bank guarantee, L/C or similar instrument (subject to approval by Sunlight Group) to secure the payment prior to shipment of the deliverables. Any delivery dates will be adjusted accordingly.

- 7.6 The non-delivery of insignificant parts of an order or any claims under the terms of the warranty vis-à-vis Sunlight Group do not entitle the Customer to postpone or withhold due payments.
- 7.7 Should circumstances become known that cast serious doubt on the solvency or creditworthiness of the Customer, Sunlight Group has the right to refuse performance until Customer has rendered counter performance and settled any outstanding debts to Sunlight Group -including those from any other transactions- or provides collateral in respect of such debts.

8 Resale & Export

- 8.1 Reselling products to other parties by the Customer or (re-)exporting to other countries requires, for regulatory and liability reasons, the written consent of Sunlight Group, which consent will not be refused without good and valid cause.
- 8.2 Notwithstanding that, Customer is solely responsible to ascertain compliance of the products with export regulations and with the laws and regulations of the destination country.

9 Assumption of Risk & Transfer of Title

- 9.1 With the notification of Sunlight Group that the products are ready for shipment, Customer assumes all risks.
- 9.2 The ownership of the products supplied by Sunlight Group shall pass to the Customer only when Sunlight Group has received full payment for all sums then owed by the Customer to Sunlight Group.

10 Warranty

- 10.1 Sunlight Group warrants that products are free from defects in material and workmanship under normal use and service with proper maintenance in accordance with each product's written warranty policy. The term for such warranties shall begin from the invoicing date.
- 10.2 Customer must examine the products upon receipt. Customer shall promptly notify Sunlight Group of any known warranty claims and shall cooperate in the investigation of such claims. Complaints for defects have to be notified to Sunlight Group in writing within the same day of receipt of the products, or with respect to hidden defects, which could reasonably not have been detected upon receipt of the products, within five (5) days of the detection of such hidden defect, otherwise the products are deemed to be approved. If any product is proven not to conform with this warranty during the applicable warranty period, Sunlight Group shall, at its exclusive option, either repair or replace the Product or refund the purchase price paid by the Customer for each non-conforming Product. Sunlight Group reserves the right to request from the Customer to return to Sunlight Group the defective items in their original condition in adequate packaging with the logistic process and expenses to be borne by Sunlight Group.
- 10.3 Sunlight Group shall have no obligation under the warranty set forth above if the Customer:
- (a) fails to notify Sunlight Group in writing during the warranty period of a non-conformity; or
 - (b) uses, misuses, or neglects the Product in a manner inconsistent with the Product's specifications or use or maintenance directions, modifies the Product or improperly installs, handles or maintains the Product.
- 10.4 In addition to the above, no warranty applies in the case of:

- (i) minor variations from the contractual agreed quality, minor derogation from the fitness of the products for use;
- (ii) damage due to natural wear and tear, fall, overloading, improper handling, excessive use, improper equipment, defective construction works, inappropriate construction ground, faulty installation, faulty commissioning or defects of software;
- (iii) damages incurred after assumption of risk by Customer;
- (iv) consumable parts of the products;
- (v) products which have been modified without permission of Sunlight Group;
- (vi) products, in respect of which the inspection/maintenance intervals have not been observed;
- (vii) products which have been repaired or modified by the Customer or a third party;
- (viii) and all other cases that are indicated at each product's warranty policy.

10.5 Except for this warranty, no representation or warranty, express or implied, whatsoever is made by or on behalf of Sunlight Group.

11 Limitation of liability

- 11.1 To the maximum extent permitted by applicable law, and except as stated in the foregoing limited warranty or other warranty applicable to the product(s), Sunlight Group makes no representations or warranties of any kind with respect to the products, whether express, implied, statutory or otherwise, and Sunlight Group disclaims all other representations and warranties whatsoever, including without limitation any implied 5 warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, or non-infringement, and any warranty arising out of any course of performance, course of dealing or usage of trade.
- 11.2 In the event that the foregoing exclusions and limitations are not permissible under applicable law, such exclusions and limitations will not apply solely to the extent prohibited by applicable law, and the duration of any implied warranties will be limited to the duration of the foregoing limited warranty.
- 11.3 To the maximum extent permissible under applicable law, in no event will Sunlight Group, its officers, employees or its agents or affiliates be liable, whatever the legal basis for the claim, for any special, incidental, indirect, consequential, liquidated or punitive damages or for any damages for loss of business, loss of use, loss of revenue or profits, loss arising from delays, and loss of data, arising out of, based on, or resulting from these General Terms or the use of, misuse of, or inability to use the products, even if Sunlight Group has been advised of the possibility of such damages.
- 11.4 In no event shall Sunlight Group's, its personnel's, agents' and representatives' aggregate liability under these General Terms or otherwise with respect to the specific products purchased hereunder exceed the amounts paid to Sunlight Group by Customer for the products giving rise to such liability, regardless of the cause or fault and whether arising in contract, tort (including negligence) or otherwise.
- 11.5 The foregoing disclaimers and limitations will not apply to the extent prohibited by applicable law.

12 Confidentiality

- 12.1 All non-public, confidential, or proprietary information of Sunlight Group, including but not limited to trade secrets, intellectual property, business information, specifications, samples, patterns,

designs, plans, drawings, documents, data, business operations, Customer lists, pricing, discounts, trade secrets, which is disclosed by or on behalf of Sunlight Group to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as “confidential,” in connection with these General Terms is strictly confidential, is provided solely for the use of performing these General Terms, and may not be disclosed to any person, unless authorized in advance by Sunlight Group in writing. Upon Sunlight Group's request, Customer will promptly return all documents and other materials received from Sunlight Group.

- 12.2 This Section does not apply to information that is: (a) in the public domain, through no fault of Customer, at or subsequent to the time such confidential information was disclosed to Customer by Sunlight Group; (b) rightfully known by Customer free of any obligation of confidence at the time of disclosure to Customer by Sunlight Group, as evidenced by written records; or (c) rightfully obtained by Customer from a third party without similar restriction from such party and the disclosure of which from such third party does not constitute a violation of an obligation by such third party to Sunlight Group, each as evidenced by written records.

13 Data Protection, Consumer protection

- 13.1 Sunlight Group processes personal data of the Customer in compliance with applicable data protection laws. Customer has taken note of the Sunlight Group Privacy Policy, as published in Sunlight Group's website. Sunlight Group reserves the right to update and amend such Privacy Policy to conform to current requirements.
- 13.2 Customer warrants and represents to fully remedy any loss or damage incurred by Sunlight Group, whether caused by Customer itself or its officers or employees or associates (contractors or agents) due to breach of data protection legislation.
- 13.3 Customer further warrants and represents to fully remedy any loss or damage incurred by Sunlight Group, whether caused by Customer itself or its officers or servants or associates (contractors or agents) due to breach of consumer protection and commercial communications legislation.
- 13.4 In case the Customer processes Personal Data on behalf of Sunlight Group, the Customer shall deem to act as a Data Processor, pursuant to article 28 of the GDPR, and an additional Data Processing Agreement shall be concluded between the Parties.

14 Economic Sanctions & Trade Control

- 14.1 The Customer declares and warrants that it will:

- (i) comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered (“Sanctions”), as well as all trade control laws and regulations (“Trade Control Laws”) enacted or enforced by the United Kingdom, European Union, United States of America, United Nations and any other relevant government or competent authority;
- (ii) not knowingly do anything which may cause Sunlight Group to breach Sanctions or Trade Control Laws;
- (iii) provide such assistance, documentation and information to the other party as that Party may reasonably request, including but not limited to, end Customer information, destination, onselling, re-selling and intended use of goods;
- (iv) notify Sunlight Group in writing as soon as it becomes aware of an actual or potential

investigation/breach in relation to the Applicable Laws or any material change in the status of any of the parties to this agreement in respect of:

- Sanctions status e.g. the inclusion on a Sanctions list in any applicable jurisdiction (as stated in (i) above);
- Trade Control status e.g. becoming listed on a restricted parties list.

14.2 Sunlight Group is entitled to immediately terminate any relationship with Customer if Sunlight Group, acting in good faith, believes that the Customer or any Customer personnel has breached Economic Sanctions or Trade Control Laws or any statement, representation, warranty or agreement contained in this Section 14.

14.3 Customer will indemnify and hold Sunlight Group harmless against all and any claim, remedy, proceeding, punishment, investigation, penalty and fine of any kind caused by Customer's breach of any provision of Economic Sanctions or Trade Control Laws and this Section 14. This Section 14 continues to apply after the expiration or termination of the relationship between Sunlight Group and Customer.

15 Anti-corruption & Anti-bribery

15.1 For the purposes of this article:

- (A) "Anti-corruption Laws" means any applicable national or foreign law against bribery, corruption, money laundering and the relevant decisions, decrees or regulations as they apply from time to time.
- (B) "Customer Personnel" means executives, directors, employees of the Customer, direct or indirect beneficiaries, owners, or shareholders, or any person acting on its behalf, including but not limited to, subcontractors and/or dealers.

15.2 The Customer declares and warrants that it is aware of the Anti-corruption Laws and neither Customer nor any Customer Personnel have been or are involved in any activity relating, directly or indirectly, to any act or action that would constitute a breach of Anti-corruption Laws or in any way would cause Sunlight Group, 7 its representatives, directors, employees or associates to be held liable for breach of Anticorruption Laws.

15.3 The Customer declares that in relation to any goods to be provided under these General Terms:

- (i) Customer will not and will ensure that its Personnel will not pay, offer, promise to pay or authorize the payment, directly or indirectly, of gifts, money or other things and rewards or anything of value in violation of the AntiCorruption Laws;
- (ii) Customer will maintain for ten (10) years correct and accurate books and records and generally accounts in which all payments made in connection with any sale provided under these General Terms will be clearly and precisely reflected and upon request will provide Sunlight Group or its representatives with copies thereof. Customer promises not to provide Sunlight Group with inaccurate documentation and records in relation to any action performed under these General Terms.

15.4 Sunlight Group is entitled to immediately terminate any relationship with Customer if Sunlight Group, acting in good faith, believes that the Customer or any Customer Personnel has breached Anti-corruption Laws or any statement, representation, warranty or agreement contained in this Section 16.

15.5 Customer will indemnify and hold Sunlight Group harmless against all and any claim, remedy, proceeding, punishment, investigation, penalty and fine of any kind caused by Customer's breach of any provision of Anticorruption Laws and this section 15. This section 15 continues to apply after

the expiration or termination of the relationship between Sunlight Group and Customer.

16 Compliance with Sunlight Group's Policies and Code of Conduct

- 16.1 The Customer undertakes to comply with Sunlight Group's Code of Conduct, as published in Sunlight Group's website and Sunlight Group's Compliance Policies. Failure to comply with this undertaking constitutes serious breach of the contractual relationship between the Parties and shall entitle Sunlight Group to terminate the contract with immediate effect, without prejudice to the right to compensation for Sunlight Group of all the damages suffered due to such termination.

17 Amendments to General Terms

- 17.1 All amendments to these General Terms as well as any deviations therefrom or supplementary agreements thereto must be made in writing.

18 Applicable Law & Jurisdiction

- 18.1 Any disputes arising from or relating to the relationship between Sunlight Group and the Customer in respect of the sales of products shall be settled amicably. Should this not be possible for a period of one month, the matter shall be referred to and shall be exclusively settled by the Courts of Athens, Greece. This Agreement shall be governed in all respects by the substantive laws of Greece.

19 Severability

- 19.1 Should any provision of these General Terms be or become invalid, the validity of the remaining provisions shall not be affected. Sunlight Group and Customer are obliged to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of its economic success.



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