



DELTA ELECTRONICS NETHERLANDS B.V
General Terms and Conditions of Sale of Goods

The terms and conditions of sale contained herein (the "Conditions") shall exclusively apply to all quotations, offers to sell, purchase orders, deliveries and services given or accepted by Delta Electronics Netherlands BV., its subsidiaries or affiliates (collectively referred to as "Delta"). These terms and conditions of sale form part of the contract between Delta and Customer with respect to the purchase and sale of goods and supersede any other terms or conditions proposed by Customer in the event of any inconsistency between them. The provisions set out in these Conditions reflect all Delta's obligations and responsibilities for each Order. General terms of business on the part of the Customer apply only if confirmed by Delta beforehand in writing. The General Terms and Conditions of Delta apply even if Delta unconditionally fulfills a delivery to the Customer with knowledge of terms and conditions of the Customer that are contrary or supplementary to the conditions contained herein.

1. **Prices.** Unless otherwise stated in writing by Delta, all prices quoted by Delta are ex-Works (INCOTERMS 2010 or its latest version) and shall exclude transportation, insurance, taxes, customs fees, duties and other similar charges related thereto. The price, quantity, quality and specification of goods shall be those set forth in Delta's quotations. Customer may not assign any of its rights or obligations under the Conditions without the prior written consent of Delta. In the event of a delay in payment, the Customer shall pay to Delta, a late payment interest at 8% p.a. + ECB interest rate.
2. **Delivery.** Delivery methods are based on prevailing market conditions applicable respectively at the time of Delta's acceptance of Customer's Order. Delivery dates are approximate, unless agreed otherwise, and acceptance of the Products shall constitute a waiver of all claims due to delay in delivery. Partial delivery of goods ordered is permissible. Delta may extend delivery schedules or may, in the event of Customer's breach of Agreement, at its option, cancel Customer's Order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. Customer is obliged to inspect the goods upon delivery and shall notify Delta of any defect found, within seven (7) calendar days of the receipt of the goods unless otherwise stated in writing by Delta. If Customer fails to so notify Delta, it will be deemed to have accepted such goods. Any costs and expenses related to the inspection and acceptance of the goods shall be borne by Customer. If shipment or supply is delayed after notification of readiness for shipment at the request of the Customer, or for reasons attributable to the Customer, Delta may charge storage costs to the Customer.
3. **Title and Risk of Loss.** (A) Risk of loss or damage to Products will pass to Customer in accordance with the INCOTERMS 2010 specified by Delta or otherwise mutually agreed to by both parties. If no INCOTERMS provision is specified by Delta, risk of loss for shipments will pass at the time Products are transferred to a commercial transportation carrier for shipment, unless otherwise agreed in writing between

the parties. Unless otherwise agreed, Customer will be responsible for clearing the Product for import and paying all duties, taxes and other charges upon import. Customer shall pay, or reimburse Delta promptly for, all demurrage, detention charges, delivery re-routing or re-schedule on any Product. Delta reserves the right to deliver a Letter of Indemnity or other documents in lieu of a Bill of Lading.

(B) Retention of title: (1) Delta retains title of all Products delivered to Customer until the purchase price for all of these Products has been paid in full, also including interest and costs. Retention of title also applies to claims that Delta may come to have against Customer on account of failure by Customer to meet one or more of its obligations to Delta. (2) If and for as long the Products are encumbered by retention of title, Customer is not permitted to sell these Products or to establish any limited right to the same other than in the ordinary course of its business. Customer is required to include a comparable retention of title in its agreements with third parties regarding the Products. (3) Customer's right to sell the Products in the normal course of its business will lapse automatically if an attachment is levied against Customer or suspension of payments is requested, bankruptcy or insolvency of Customer is filed for or Customer enters into a payment arrangement with one of its creditors. (4) The Customer has a duty of care with regard to the Products falling under the retention of title by maintaining such insurance against fire, theft, explosion and water damage, and to ensure the Products are sufficiently defined and identifiable. (5) If third parties purport to have rights with regard to the Products delivered by Delta falling under the retention of title, wish to establish rights regarding such Products or wish to levy an attachment on them, the Customer must inform Delta accordingly within 24 hours of becoming aware of this. In that event, Delta is entitled to temporarily or permanently remove the Products concerned or have them removed from the Customer, to repossess them and / or to store them or have them stored elsewhere. (6) If the Customer fails to fulfil its obligations under any agreement concluded with Delta,



or if Delta has good cause to fear that the Customer will fail to fulfil its duties under the agreement, Delta is authorized to repossess the products delivered to the Customer. Such right shall specifically, but not solely, exist if the Customer has applied for suspension of payments, its bankruptcy has been filed for or it enters into a payment arrangement with one or more of its creditors. In the event that Delta wishes to exercise its ownership rights as referred to in this Clause, the Customer hereby authorizes, now and in the future, unconditionally and irrevocably, Delta or a third party or third parties designated by Delta, to enter all of the locations where the Products that belong to Delta are located and to repossess them. (7) All costs relating to exercise of the retention of title, including the costs of transport and storage, will be borne by Customer.

4. **Termination or Change.** Customer may not terminate, suspend performance, reschedule or cancel delivery or issue a "hold" order in whole or in part, without Delta's prior written consent and upon terms that will compensate Delta for any loss or damage resulting from such action. Customer's liability shall include, but not be limited to, the price of product delivered or held for disposition, the price of services already performed, and for work in process, incurred costs and a reasonable allocation of general and administrative expenses, plus Delta's loss of profits. The Products will only be insured against theft, breakage, damage in transit, fire and water damage, and other insurable risks at the request and cost of the Customer.
5. **Terms of Payment.** Unless agreed otherwise, Customer shall pay the price of goods ordered within the payment period stated in the Delta quotation. Any banking charges associated with Customer's payment shall be for Customer's account. Shipment of Product under each Order shall be considered a separate and independent transaction respectively and payments thereunder shall be made accordingly. If Customer fails to make payment when due, (a) Delta may (i) suspend or withhold further shipments of Products under the same or other Orders, until all outstanding amounts are paid, (ii) require advance cash payment on further shipments, (iii) cancel the Contract or the applicable shipment for delivery, (iv) require Customer to return to Delta or its designee any bill of lading or other document issued or to be issued in favor of Customer or providing for delivery of Products to Customer, (v) take any other action Delta deems appropriate in its sole discretion, and/or (vi) pursue any remedies available at law or as provided in the Contract, and (b) Customer shall reimburse Delta for Delta's costs of collection, including legal fees and disbursements, and Customer shall pay a finance charge of 0.75% per month on all past-due balances. If, in Delta's judgment, reasonable doubt exists as to Customer's financial responsibility, or if Customer is past due in payment of any amount whatsoever owing to Delta or its affiliates, Delta shall have the right, without prejudice to any other remedies, to suspend performance, decline to ship, or stop any Product in transit, until Delta receives payment of all amounts owing to Delta or its affiliates, or adequate assurance of such payment. Customer also acknowledges that both amounts invoiced by Delta and shipments in progress count toward Customer's credit limit with Delta. If at any time Customer exceeds its credit limit, Customer shall within seven (7) business days make payment sufficient to recover its outstanding credit to maintain its credit limit and will continue to pay invoices on or before their due date. Customer is not entitled to set off against or otherwise reduce any payments due to Delta, unless otherwise agreed to in writing by Delta.
6. **Compliance with Laws.** Customer shall be responsible for obtaining all licenses and permits to export or import the Products and shall comply, with all applicable laws and other requirements including but not limited to those regarding labeling, safety and usage, handling and disposal of hazardous materials, import and export of materials, and with all other applicable laws and regulations.
7. **Force Majeure.** Delta shall not be liable for any failure to deliver or delay in the performance of the Agreement or for any loss or damages suffered by Customer, if such failure or delay is, directly or indirectly caused by, or in any manner arises from events and causes beyond the Delta's reasonable control, including but not limited to accidents, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, and delays in obtaining (or the inability to obtain) labor, materials or services through the Delta's usual sources at normal prices, riots, embargoes, fuel, power, materials or supplies, delay or default of common carriers, transportation delays, or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified or which are beyond its reasonable control. The Delta shall have the additional right, in the event of the happening of any of the above contingencies, at its sole option, to cancel any Order or any part thereof without any resulting liability or to extend the date of delivery for a period equal to the time actually lost by reason of the delay. Further, in the event that Delta is not able to produce enough Products to satisfy all outstanding Orders for any reason, Delta retains the right, in its sole discretion, to allocate its products amongst its customers.



8. **Warranty.** Unless otherwise stated or referred to in writing, Delta warrants that Products sold by Delta and manufactured by Delta (i) conform to Delta specifications, and (ii) are free from defects in materials and workmanship (under normal usage and provided that Delta's operation and maintenance instructions are followed by competent personnel). Normal wear and tear shall not be considered a defect. Except for the warranty given above, all other warranties, whether implied or not, are excluded to the fullest extent permitted by law. Delta specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. The specific warranty policy shall be applicable according to the specific Products as set forth in Delta Guarantee, Replacement and Repair Terms and Conditions for DELTA Inverters policy document for solar inverter products.
9. **Indemnification.** Delta will defend any claim against Customer that a Product infringes third party intellectual property rights ("Claim") and will indemnify Customer against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim, provided that Customer: (1) Promptly notifies Delta in writing of the Claim; and (2) Cooperates with Delta in the defense of the Claim, and grants Delta full and exclusive control of the defense or settlement. If a Claim is made or appears likely, Delta may, at its discretion, (i) procure for Customer the right to continue using the Product, (ii) replace the Product with one that is non-infringing or modify it so that it becomes non-infringing. If Delta determines that none of those alternatives is reasonably available, then Customer will return the Product and Delta will refund Customer's remaining net book value of the Product calculated according to generally accepted accounting principles. Notwithstanding the above, Delta has no obligation for any Claim based on: (1) Delta's compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer's behalf; (2) Modification of a Product by Customer or a third party; (3) Combination, operation or use of a Product with non-Delta products, software or business processes. This Section states Delta's entire obligation and Customer's exclusive remedy regarding any claims for intellectual property infringement.
10. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, DELTA SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, OR LOSS OF BUSINESS. CUSTOMER AGREES THAT DELTA'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER FOR DAMAGES AND INDEMNIFICATION (INCLUDING MULTIPLE CLAIMS) RELATING TO OR ARISING OUT OF THIS SALE OF GOODS HEREIN SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO DELTA UNDER THIS PARTICULAR ORDER.
11. **License and Ownership.** To the extent that the Product contains software Delta owns, Delta hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the software and related documentation. Customer's use of the Product evidences its acceptance of this license and the Order. Title to the software shall at all times remain with Delta. Customer acknowledges that the software, all enhancements, related documentation, and derivative works will remain the sole property of Delta and includes valuable trade secrets. Customer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.
12. **Governing Law and Venue** These Conditions (including, without limitation, all disputes arising out of or relating to these Conditions or the subject matters of these Conditions) will be governed in all respects by, and construed and enforced in accordance with, the laws of the Netherlands, without regard to any rules governing conflicts of laws. The 1980 UN Convention on Contracts for the International Sale of Goods does not apply to these Conditions. The construction and enforcement of these Conditions, or any disputes arising out of or relating to these Conditions or the subject matters of these Conditions. Exclusive jurisdiction over and venue of any suit or action arising out of or relating to these Conditions (or any disputes arising out of or relating to these Conditions or the subject matters of these Conditions) will be conducted in English and finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in Amsterdam.