

SCOPE

1. This document sets out the general purchasing conditions ("GPC") governing the supply of all types of goods, equipment and materials ("Goods") or the provision of all types of services ("Services") by suppliers ("Supplier") to the Solarpack Group company ordering such Goods or Services from the supplier ("SPK"), (collectively the "Parties", and each, a "Party"). Unless otherwise stipulated in any order issued by SPK, the scope and price of the supply of Goods or provision of Services is understood as including documentation, labour (including performance, construction and assembly) and/or equipment (including software and hardware, tools, patterns, models, molds and spare parts), wages, insurance, consumable goods, transport, packing and labelling, accessories, devices, cranes and other necessary tools, any type of expenses, payments for intellectual property, costs deriving from inspections, tests and other certificates specified in the Order, exchange rates, tax, tariffs, fees, duties, and any other charges necessary for the performance of the Order.
2. In these GPC, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted, or replaced.
3. In these GPC, the words "including" and "include" shall be construed as if followed by the words "without limitation".

ORDER OF PRIORITY

4. The agreement between SPK and Supplier shall consist of the purchase order ("Order") issued by SPK that includes, if applicable, the schedule and the GPC including annexes (collectively "Contract"). Annexes have been provided to Supplier, are available on the SPK Website, and are acknowledged and accepted by Supplier. In the event of any conflict between any provisions of the Contract, the order of precedence shall be i) any matters set out in the Order or special conditions; ii) the GPC; iii) any specification for the Goods and/or Services set out, or incorporated by express reference in the Order; and iv) any other documents incorporated by express reference in the Order. The GPC shall be deemed incorporated in each Contract irrespective of whether they are expressly referred to in the same or not unless Supplier and SPK have entered into a framework agreement prior to the date of the Order, in which case such framework agreement shall be treated as special terms and conditions for the purposes of this clause.

ORDERS AND DELIVERIES SCHEDULES

5. The issue of the Order for Goods and/or Services by SPK to Supplier shall be deemed to be an offer by SPK to buy the Goods and/or Services on the terms of the Contract, which shall be deemed accepted on the earlier of Supplier (i) expressly giving notice of acceptance or (ii) fulfilling the Contract in whole or part.
6. SPK shall be entitled to revoke an Order until an acknowledgement of the Order has been received by SPK.
7. In the event of any doubt with regards to the interpretation of the contents of an Order, Supplier shall seek indications and instructions of SPK and act accordingly.
8. Any terms, conditions, and/or specifications included in or attached to any Supplier's documentation which is not expressly referred to in the Order shall be considered void, as shall any correspondence related to the same. Unless SPK explicitly accepts Supplier's terms and conditions, these do not apply to any part of such Order or the Contract. For the avoidance of doubt, acceptance of delivery and/or payment by SPK does not constitute acceptance of Supplier's terms and conditions.
9. The Orders may be issued as a frame Order in which case it shall not refer to fixed quantities or amounts of Goods and/or Services. The contracted amounts and delivery dates shall be specified by SPK through the issue to Supplier of delivery schedules (individually referred to as "Delivery Schedule"). Each Delivery Schedule shall refer to an Order number and the amounts of Goods and/or Services subject to a fixed Order shall carry the reference "Fixed". Supplier shall have a maximum of two (2) working days to accept in writing the purchase document, either Purchase Order or each Delivery Schedule. The Delivery Schedule shall be deemed accepted if Supplier does not notify SPK of its rejection within the established time period, and Supplier shall therefore be obliged to supply the requested amount of Goods and/or Services within the required delivery period. In Orders of an open nature, changes to prices shall be made by issuing a revised Order which shall be deemed accepted when the first Delivery Schedule is delivered.

PACKING, DISPATCH AND INSPECTIONS

10. Supplier shall be responsible for the care, safety and custody of the Goods or the goods and materials for which the Services are carried out, as well as all machinery, equipment, means and materials used to carry out the Services.
11. Packing shall be suitable for the Goods and the intended method of transport. The packing shall comply with the applicable regulations and any requirements contained in the Order and hereunder ensure protection against any damage, soiling, and moisture during transport and/or storage. Supplier shall be liable for any loss or damage to Goods resulting from defective or improper packing.
12. Unless otherwise agreed in writing, delivery and packaging shall be included in the price. Delivery shall be DDP INCOTERMS 2020. Time of delivery and performance is of the essence of the Contract. Supplier warrants that it has good title to the Goods and/or the Services and acknowledges that the Goods and/or the Services may be transferred to a third party by SPK and warrants that SPK will be able to supply such third party with good title.
13. Supplier shall ensure that all Goods are marked in accordance with the provisions of the Contract and instructions of SPK. Supplier shall provide in respect of each delivery of Goods a packaging note detailing SPK's Order number, description, code number (if any), and the quantity of Goods delivered. All instructions, warnings, safety data, and other data necessary for the use of the Goods shall also be provided.
14. If any of the Goods and/or Services contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage, or use and for the protection of the environment, Supplier shall, prior to their delivery, provide specific written details of the nature of those substances and the precautions to be taken. Supplier shall ensure that before dispatch, appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and on any containers into which they are packed.
15. Without prejudice to Supplier's other obligations, if transport of the Goods is to be performed by a carrier commissioned by SPK, Supplier shall submit information and data concerning dangerous goods to the carrier in accordance with international or local applicable law. Data and information shall be applicable to all modes of transport to be used if SPK informs Supplier, or if Supplier is aware, that multimodal transport is to be used.
16. The effective transfer of risk in the Goods to SPK shall take place upon delivery of the Goods in accordance with the Incoterm set out in the Order. The Supplier warrants and guarantees that the full dominion and ownership over the Goods shall pass to SPK free of all liens and encumbrances or third party rights upon delivery of the Goods at the agreed place of delivery or transfer of risk over the Goods according to the agreed Incoterm or payment of the price for the Goods, whichever occurs first. Notwithstanding the transfer of title of the Goods, the Supplier shall bear the risk of loss and damage in relation to any equipment, materials, spare or replacement parts, irrespective of their inclusion in the terms or Incoterm as the parties may have agreed. Without prejudice to other liabilities, where applicable in accordance with the foregoing, Goods lost or damaged prior to delivery and unloading of the Goods at the place of delivery set out in the Order shall be replaced or substituted by the Supplier with Goods of the same kind and quality that

conform to the requirements of the contractual documentation, at no additional cost or expense to SPK. Any Supplier's property brought onto SPK's premises shall be at Supplier's risk and expense.

17. If the Contract requires SPK to return any packaging material to Supplier, that fact must be stated on any delivery note to SPK and any such packaging material will be returned to Supplier at Supplier's cost.

18. Unless otherwise agreed in writing between the Parties, partial deliveries shall not be accepted. If Goods or Services are delivered to SPK in excess of the quantities ordered SPK shall not be liable to pay for the excess, and any excess held by SPK shall be at Supplier's risk. Any rejected Good or Service held by SPK shall be at Supplier's risk. Supplier shall promptly at its own cost collect any excess or rejected Good or Service.

19. Supplier shall inspect and test the Goods and/or Services for compliance with the Contract prior to delivery. SPK reserves the right at reasonable times to inspect or test (directly or through third parties) the Goods and/or the Services at any stage before delivery and Supplier shall give rights of access to premises and such facilities as SPK may reasonably require for such inspection.

QUALITY AND DESCRIPTION

20. Goods and/or Services supplied shall:

- 20.1 conform in all respects with the Contract (including the quantity, quality, description, and other matters specified in the Order), the Quality Plan, the applicable regulations, be without fault, be new and unused, be of the best available design, be of the best quality materials and workmanship, and be fit for any intended use expressly or impliedly made known to Supplier by SPK;
- 20.2 conform with any sample, drawing, description, specification, and/or requirements furnished supplied or advised by SPK to Supplier;
- 20.3 be executed in a proper and skilful manner by appropriately qualified and experienced personnel; and
- 20.4 comply with all applicable laws relating to the Goods and/or the Services, and/or affecting obligations under and the performance of the Contract, including any concerning the manufacture, packaging, storage, and delivery of the Goods and/or the performance of the Services.

21. The Goods and/or Services shall be subject to SPK's quality assurance system in accordance with ISO9001 or similar standards accepted by SPK. SPK's suppliers and sub-suppliers shall be assessed accordingly. SPK's rights and remedies under the Contract are in addition to any available to it at law (including statutory implied terms).

22. Supplier shall be fully responsible for the Goods and/or Services and any inspection or testing by SPK shall not diminish or otherwise affect Supplier's obligations under the Contract.

23. Supplier shall cooperate with SPK in all matters relating to the Contract and comply with all instructions of SPK, including complying with any written or verbal instructions in relation to safety and security while on SPK's premises.

24. Supplier shall, if requested, supply SPK with certificates of origin and/or testing as SPK may require. Such certificates must state the relevant Order numbers together with any item numbers.

25. At any time SPK may object to the continuation of the design, engineering and manufacture, supply of the Goods and/or provision of the Services in the event of non-compliance with section 20 above. In these cases, SPK shall order Supplier to suspend compliance with the obligations under the Contract and correct the situation detected, without this causing a delay in the delivery deadline for the Goods or the provision of the Services chargeable to SPK, nor shall it produce greater costs for SPK. In this case, SPK shall be entitled to withhold payment of invoices until it can be confirmed that the situation detected has been corrected. In the event of the Contractor not beginning operations or corrections within three (3) calendar days following the observation made, in accordance with the provisions of the previous paragraph, the Customer may order third parties to execute the suspended work, on behalf of and at the expense of the Contractor, being entitled to deduct the value of this work from the outstanding amounts to be paid, without prejudice to any other rights that they hold under this Contract

PRICE, INVOICES AND PAYMENT

26. The prices stated in the Order shall be fixed, firm, inclusive of all taxes (but excluding value added tax) and are not subject to revision. The price shall be stated in the ordering entity's local currency unless otherwise agreed.

27. The invoice may not be issued before the agreed Date of Delivery. "Date of Delivery" shall mean the time specified in the respective Order for the delivery of any Goods and/or Services, a date mutually agreed by the Parties in writing. Supplier shall invoice the delivered Goods and/or Services on the thirtieth day of each month or the next working day whenever these fall on a holiday. The invoices shall include all the legally established requirements (including the formalities provided for in the applicable tax law) and Order number as well as the number(s) of each individual item. In case any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates. The order number must be included in the invoice, delivery note and/or packlist.

28. If Supplier is required to provide material testing, test records, or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery and service.

29. Upon the request of SPK, invoices shall be grouped in one invoice comprising all deliveries made during a determinate reasonable period of time. No invoices shall be processed for Goods and/or Services which do not comply with the requirements indicated in the Contract or if the date thereof is previous to the date of its corresponding delivery note. SPK shall be entitled to withhold payment if the Goods and/or Services delivered do not comply with the requirements under the Contract, there are breaches of the Contract that are attributable to the Supplier or there are outstanding liquidated damages awaiting payment or compensation and to deduct from any payment due to Supplier any of the damages for late delivery applicable in accordance with these GPC.

30. Payment shall be made on the Payment Date specified in the Order, notwithstanding the fact that SPK may issue longer term payment instruments that allow Supplier to be paid within the legally established deadlines. All payments shall always comply with the payment requirements in commercial transaction legislation in force. "Payment Date" shall mean the effective invoice payment date which shall be the first payment date specified in SPK's administrative process calendar, between days 20 and 25 of each month after the due date of the invoice.

31. If the delivered Goods and/or Services ascertain deficiencies, SPK undertakes to reimburse when all deficiencies of the delivered Goods and/or Services are remedied.

32. Payment does not constitute an acknowledgement that the corresponding Goods and Services were provided in accordance with the Contract (including quantity or quality).

SPK shall in all cases only be deemed to have defaulted on payment should such payment not have been made by the due date and following receipt of an explicit and written dunning notice. Should SPK default on settlement of an invoice, annual interest on arrears of 5.0% (five point zero percent) per annum shall be due to the exclusion of any further claims.

33. If Supplier changes its Tax Registration Code, Supplier must forewarn SPK with a minimum of 45 days' notice, in order to allow SPK to modify existing orders and reissue them with the new Tax Registration Code. SPK will only accept invoices with the new Tax Registration Code once the

Order has been issued again with such new Tax Registration Code and provided that an updated bank ownership certificate is provided at least 30 days in advance.

34. In order to proceed to payment of an invoice, Supplier should previously have demonstrated that it is the holder of the bank account to which the payment of the price is to be made. In the event of Supplier changing the account to which SPK should make the payment, it should inform SPK and this change will not be valid until a new account holder's certificate has been presented for the new bank account.

TERM AND COMPENSATION FOR BREACH

35. Goods and/or Services shall be delivered on the dates and at the rates and at the places specified in the Contract. If no delivery date is specified, Goods and/or Services shall be delivered within 14 days of the date of the Order. SPK may delay or alter dates and places by giving Supplier reasonable written notice. Early delivery is not permitted except as provided in the Order. Delivery shall be complete upon unloading of the Goods at the delivery location.

36. Any incident that prevents the delivery of the quantities specified in the programmes and within the deadlines set must be reported immediately by the Supplier to SPK, stating the reason and, if possible, the expected delivery date. If Supplier does not notify SPK, SPK shall be entitled to compensation for any additional costs incurred that could have been avoided if such notification had been made. Supplier shall, at no extra cost to SPK, take all necessary actions (including overtime work, urgent freight, etc.) to reduce the delay period to a minimum.

37. Any extra costs incurred in order to meet a delivery or performance deadline shall be borne by Supplier.

38. Delivery or performance dates or deadlines specified in the Order or otherwise agreed in writing by the Parties shall be of the essence. In the event of any delay in the agreed delivery or performance deadlines, SPK may terminate the Contract and claim damages.

39. If Supplier fails to meet the dates, milestones or deadlines for delivery or performance (including those that are intermediate or partial), SPK may demand liquidated damages in the amount of 2% of the value of the Order for each commenced week of delay, but not exceeding 15% of the value of the Contract. The payment of liquidated damages by Supplier is without prejudice to SPK's other rights or remedies in relation to the delayed delivery or performance and shall not release Supplier from its other contractual or legal obligations arising in connection with the Order. The liquidated damages may be (i) discounted from the monthly amounts payable or the invoices issued following the accrual of the liquidated damages; (ii) compensated by those amounts or invoices awaiting payment; or (iii) paid by calling on the guarantees provided to SPK. In no case does the payment of liquidated damages substitute Supplier's obligation to compensate SPK for the damages incurred, nor may Supplier be exempt from complying fully with its obligations to pay the liquidated damages. The liquidated damages will be applied in their entirety, without the involvement of any moderation by the courts, according to the level of non-compliance or any other circumstances.

40. If the maximum amount of liquidated damages for late delivery is reached or could have been reached, SPK shall be entitled to (i) terminate the Order or part thereof with immediate effect and/or (ii) reduce the volumes for which there was an obligation to order up to the delayed volume.

41. In case of postponed or subsequently agreed delivery or performance deadlines, the abovementioned liquidated damages shall apply accordingly for these deadlines without any separate agreement being required. Notification from Supplier to SPK of a delay or postponement does not entail that the agreed liquidated damage lapses.

42. The liquidated damages may be applied irrespective of whether SPK accepts any delivery or provision of the Service.

DELIVERY TO SUPPLIER OF MATERIALS AND COMPONENTS

43. SPK is not responsible for the content, appropriateness or geometric accuracy of any information, data, plans, reports, drawings, specifications or any other information which it makes available to Supplier in connection with the Order (hereinafter referred to as "Materials"). Supplier shall check the Materials to determine that they are up to date and correct and, if this should not be the case or in case of any possible contradictions, Supplier shall inform SPK of such without delay in writing and shall seek clarification as to how to proceed. Errors or inaccuracies in any Information shall not affect the responsibility of Supplier in relation to its scope of deliveries and Services.

44. Material provided by SPK to Supplier remains the property of SPK and is to be stored, identified, and administered separately at no expense to SPK. Supplier will be responsible for its care, safety and custody. Its use is limited to the Orders of SPK only. In case of any reduction in value or loss, replacement shall be provided by Supplier, provided the reduction in value or the loss is not due to normal wear and tear. Without prejudice to SPK's right to exercise any actions and rights to which it is entitled under the law, SPK may demand the immediate return of SPK's assets if Supplier breaches its contractual obligations.

45. Supplier shall carry out all actions necessary in order to safeguard SPK's title to the Materials, especially in the event of bankruptcy procedures.

46. The consumables necessary for carrying out the tasks contained in the Order shall be provided by Supplier.

47. If Supplier requires Materials from SPK in order to deliver the Goods and/or Services, these must be requested sufficiently in advance to meet the programmed delivery or performance dates.

DELIVERY OF GOODS AND SERVICES

48. Supplier must provide, upon delivery of the Goods, a delivery note which has been correctly filled out and shows the Order number, amount, reference of SPK, line item on the Order to which the delivery makes reference, date, and, where appropriate, any remarks and any other documentation referred to in the Order. It is Supplier's responsibility to (i) check the accuracy of the references and amounts indicated in the delivery note, since inventory differences cannot be blamed on documentation errors which were not detected at the moment of delivery; (ii) inspect the Materials and inform SPK forthwith of any defect or non-conformity discovered.

49. If at any time during the course of the Contract, SPK wishes to vary the Services and/or Goods ordered, it shall notify Supplier, and Supplier shall within seven (7) days provide a written statement of the amount by which it proposes such variation would increase or decrease (i) the dates, timescales or milestones, and (ii) the charges under the Contract, and such other information as SPK may reasonably require. All such increases or decreases shall reflect the rates and prices used in the Contract (or where they are not relevant, shall reflect what is fair and reasonable). Supplier shall not refuse any reasonable variation requested by SPK.

50. The implementation of any variation to the Services and/or Goods shall be subject to the written agreement of the Parties. Supplier shall not undertake any such variations unless specifically instructed to do so by SPK.

51. The quantities set out in the Order shall be adhered to, and delivery shall not be completed until the agreed quantity has been delivered. Partial deliveries shall not be permitted unless SPK has agreed to such in writing. SPK reserves the right to return any excess quantities to Supplier at Supplier's expense, and in case of an insufficient quantity of Goods being supplied, SPK may insist on the delivery of the ordered quantity or terminate the Contract. Upon request, Supplier shall reimburse SPK for any costs incurred in relation hereto.

52. Any Supplier Services shall conform to the highest industry standards and the use of qualified and trained personnel.

RIGHTS OF USE

53. Supplier hereby grants SPK under all applicable intellectual property rights and other rights the following non-exclusive, transferable, worldwide, and perpetual rights:

53.1 to use the Goods and/or Services and any software comprised or included in the Goods and/or Services ("Software") including related documentation to integrate them into other products and to distribute them worldwide;

53.2 to use or allow others to use Software and its related documentation in connection with the installation, launch, testing, and operation of the Software;

53.3 to sublicense the right of use under section 53.2 above to affiliates, other distributors, and end-customers;

53.4 to license to affiliates and other distributors the right to sublicense the right of use under section 53.2 above to end-customers;

53.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;

53.6 to distribute, sell, hire out, lease, make ready for download, or make publicly available the Software, e.g., in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased.

53.7 to sublicense the right of use under section 53.6 above to affiliates and other distributors.

54 In addition to the rights granted in section 53.4 above, SPK, affiliates, and other distributors are authorised to allow end-customers to transfer Software licenses.

55 All sublicenses granted by SPK must contain appropriate protection for the intellectual property rights of Supplier in the Software. All sublicenses must contain any contractual provisions used by SPK to protect its own intellectual property rights.

56 Supplier shall inform SPK — at the latest at the time the Order is confirmed — whether the Goods and/or Services to be delivered contain open source component.

57 "Open source components" in the context of this provision, means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or distribute such software. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License, or the MIT License. Should the Goods and/or Services delivered by Supplier contain open source software, Supplier must deliver to SPK at the latest at the time the Order is confirmed the following:

(i) The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code.

(ii) A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license.

(iii) A written declaration that through the intended use of the open source software, neither the products of Supplier nor the Goods of SPK will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license, e.g., only if the source code is disclosed.

58. Should Supplier not indicate until after receipt of the Order that its Goods and/or Services contain open source software, without prejudice to SPK's other rights and remedies, SPK may terminate the Contract within 30 days of being notified or becoming aware of such information without cost (and shall be entitled to a full refund of any advance payments made).

WARRANTIES

59. During the Warranty Period, Supplier represents and warrants: (i) that the Goods are: (a) fit for the intended purpose and for any special purpose as defined by SPK to Supplier, (b) free from any defects in design, workmanship, raw material, or manufacturing, (c) in compliance with specifications, drawings, samples, quality, quantity, and any other information or instruction specified in the Contract and in any other information or instruction notified by SPK, (d) new and unused, (e) compliant with any relevant national and international legislation in force and applicable at the time of delivery, in particular in relation to security and environment; and/or (ii) the Service provided: (a) is in compliance with specifications and any other requirements specified in the Contract and in any other information or instruction notified to Supplier, (b) has been correctly and diligently provided by trained and experienced personnel, (c) it complies with national and international legislation in force. All declarations and warranties made by Supplier in its brochures, catalogues, sales materials, and quality systems shall be binding.

60. "Warranty Period" shall be 30 months from the time of delivery or 24 months from take-over of the Goods and/or Services, whichever is earlier.

61. If SPK discovers a defect, error or lack in the Goods and/or Services, then SPK shall be entitled to return the Goods and/or Services that are defective or have been supplied or performed incorrectly or deficiently to Supplier at the cost of Supplier, and Supplier shall issue a credit note to SPK in respect of the defective Goods. The method of return of the defective Goods shall be agreed upon by the Parties on a case-by-case basis. In the case of failure to agree, SPK may invoice Supplier for the cost of returning the Goods.

62. Until proven to the contrary, during the entire Warranty Period, it shall be assumed that any defect, error or deficiency existed at the time of the transfer of risk. SPK is free to evidence deficiencies in the Goods in any manner, including providing photographic pictures to Supplier.

63. SPK reserves the right to retain any payment in whole or in part until (i) Supplier has completely fulfilled its duty to rectify the defect or deficiency, correct the error or deliver replacement Goods and/or Services in accordance with the Contract, or (ii) the Parties have agreed on other alternative measures in writing.

64. If any defects arise during the Warranty Period, Supplier must — as instructed by SPK — either remedy, correct or replace them as soon as possible. If remedy or repair is not performed within a reasonable time, SPK may choose: (i) to terminate the Contract; or (ii) remedy/replace the defective Goods and/or Services itself or have it corrected by a third party, and Supplier shall be liable for all costs related thereto. The warranties and remedies provided for in this section shall be in addition to the right of SPK to claim compensation for loss, damage, and costs and to those rights implied by or available at law.

65. Any repaired or corrected Goods and/or Services shall be under warranty during a period of 24 months from the date of repair or until the end of the remaining Warranty Period, whichever occurs later. For any redelivered Goods, the Warranty Period shall start anew. The Warranty Period shall be extended for the period during which the Goods and/or Services cannot be used to the full extent as a result of the defect.

66. Supplier hereby declares that it agrees to accept any complaints of SPK within the warranty period as being made within time without any need to comply with a deadline in relation to complaints. This shall apply in relation to any deficiencies discovered during inspection upon receipt or acceptance as well as in relation to any hidden deficiencies. SPK shall endeavour, however, to notify any deficiencies to Supplier as soon as possible after detection.

With respect to the "Serial Defect Warranty", a Serial Defect means any defect of the same type and root cause, occurring in the same part or component and affecting five percent (5%) or more of the total of each Product corresponding to each Order.

If a sign of a Serial Defect is discovered, SPK shall notify the Supplier in writing, who shall promptly examine the affected part and provide SPK with a full report with a proposed remediation plan, which shall include the method to be followed for the repair, replacement, modification or redesign of the affected part or parts of the Goods as well as the quantity of Goods affected by such Serial Defect (even if not yet manifested) and the time required for the rectification of such Serial Defect. The final full report with the remediation plan shall be agreed between the Parties. All costs arising from this rectification (including those arising from the root cause analysis, any remediation plan, shipping costs, installation, etc.) shall be borne by the Supplier. Upon agreement of the complete report with the remediation plan for the Serial Defect, Supplier shall commence implementation of such plan within fifteen (15) calendar days of such agreement and shall complete implementation as quickly as possible in coordination with SPK to minimize production losses. If the Supplier, upon written notification from SPK of a sign of a Serial Defect, believes that no such defect exists, it must notify SPK with a comprehensive and substantiated report setting forth its findings in this regard. SPK, if it does not agree, has the right, within fifteen (15) working days after receipt of the aforesaid report from the Supplier, to submit the matter to an independent third party expert, chosen by mutual agreement between the Supplier and SPK. If such independent third party concludes that the Serial Defect exists, the Supplier shall be obliged to repair, replace, modify or redesign, at its option, the affected part or parts of the Goods (even if they have not yet manifested the Defect) as set forth in the preceding paragraph and in addition the Supplier shall bear the costs arising from the independent and expert third party. If the independent third party concludes (i) that the Serial Defect does not exist, the Supplier shall not be obliged to repair, replace, modify or redesign the affected part or parts of the Goods as long as the Defect is not manifest; (ii) that the Serial Defect does exist, the Supplier shall be obliged to repair, replace, modify or redesign the affected part or parts of the Goods; (iii) that the Serial Defect does exist, the Supplier shall be obliged to repair, replace, modify or redesign the affected part or parts of the Goods.

PRODUCT LIABILITY

67. If any alleged or actual claim or action is taken against, or threatened to be taken against, SPK by any third parties based on domestic or foreign product liability law in connection with the Goods and/or Services, SPK shall notify Supplier of such. Supplier shall indemnify SPK in full against any claims, liabilities, actions, damages, losses, costs, and/or expenses (including lawyers and court costs) sustained by SPK as a result of any such actual or threatened action.

68. In addition, Supplier shall be liable to SPK for all costs incurred by SPK as a result of measures SPK reasonably takes in order to prevent any risk, such as but not limited to issuing safety warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as SPK's internal administration and processing costs of SPK shall be borne by Supplier.

INSURANCE

69. Supplier shall take out and maintain an insurance policy required pursuant to the applicable legislation and good practice, as well as those required pursuant to the Contract. In any event, Supplier shall have a comprehensive policy covering, at a minimum, liability for contamination and for the goods delivered, for damage to SPK's property in its control or custody, and liability for the transportation of equipment or materials when performed at Supplier's expense and resulting in property damage or personal injury (including damage to Supplier's and/or SPK's personnel). The minimum coverage of such insurance shall be 2,500,000 Euros per event, or equivalent amount in the ordering entity's local currency, unless otherwise agreed. At SPK's request, Supplier shall provide a certificate of the insurance policy and the receipt of payment of the corresponding premium. The fact that Supplier has submitted copies of the required insurance policies or certification thereof does not imply that SPK has approved them or that they comply with the requirements.

CONFIDENTIALITY

70. Any technical, economic, or commercial information regarding SPK or its customers, which may become known to Supplier as a consequence of the Contract, including the terms of the same, is of a confidential nature. Supplier undertakes to keep all information confidential and secure and not use it (except to perform the Contract) or make it available to third parties, except to the extent it is (i) already general knowledge or (ii) lawfully obtained by Supplier from another source without an obligation of confidentiality.

71. The transfer of Confidential Information by Supplier to its employees should only be carried out when strictly necessary in order to fulfil the purposes of the Contract, with Supplier guaranteeing in all cases that its employees shall comply with the obligation regarding confidentiality as contained in the foregoing paragraph.

72. At the termination of the Contract, Supplier shall, upon written request from SPK, either destroy or hand over all of the documents generated and shall not keep a partial or total copy of the same.

73. The confidentiality obligations shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information confidential information or copies thereof which must be stored by the receiving Party or its affiliates according to provisions of mandatory law or to the receiving Party's and its affiliates' internal compliance guidelines, provided that such Confidential Information confidential information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

74. The present Clause shall remain valid for a period of five years subsequent to the conclusion or termination of the Contract.

75. At SPK's request, Supplier shall provide SPK with technical information on the Goods and equipment, including (but not limited to) construction drawings of the manufacturing equipment or tools and their technical specifications for their assessment and approval by SPK. The above shall be negotiated on a case-by-case basis whenever the information requested contains industrial secrets or core know-how of Supplier. SPK shall keep the information supplied confidential in line with the provisions of this section.

INTELLECTUAL PROPERTY RIGHTS AND LIABILITY FOR INFRINGEMENTS

76. Supplier represents and warrants that the use by SPK of the Goods and/or the Services will not infringe any third party's Intellectual Property Rights (IPR).

77. All technologies, processes, methods, formulas, designs, specifications, patents, brands, service brands, copyrights, design rights, inventions, industrial secrets, know-how, information involving intellectual and industrial property, and any other Confidential Information (including, but not limited to, any improvements or alterations and work deriving from the same) (hereinafter referred to as "Intellectual and Industrial Property"), whether delivered by SPK to Supplier to enable the fulfillment of the Order or developed by Supplier under the Order, shall maintain their confidential information nature and remain the exclusive property of SPK. Supplier hereby assigns and agrees to assign all IPR in work carried out under the Contract to SPK absolutely. Any future-assignable IPR shall vest in SPK upon creation.

78. Supplier warrants that it shall not use the Intellectual and Industrial Property or any other confidential information received and/or developed in connection with the execution of the Contract for any purpose other than the strict fulfilment of the Contract. Supplier further warrants that it shall not use the Intellectual and Industrial Property to supply any Goods and/or Services to third parties without the prior written consent of SPK. Any such supply without consent shall be considered a behaviour contrary to commercial good faith, an improper advantage of third party's effort, and a

flagrant violation of industrial/commercial secrets. The warranties and remedies provided in this section shall be without prejudice to any other legal rights that may belong to SPK.

79. In the event of any third-party rights infringement, Supplier shall, at its own expense, either procure the necessary licenses or approvals for SPK to lawfully use the infringing equipment, material, or process, or replace or modify such infringing equipment, material, or process to make it non-infringing. Supplier shall indemnify and hold harmless SPK against all damages, expenses, losses, or other financial obligations or claims brought by any person arising directly or indirectly from the alleged infringement by Supplier of patent, trademark, copyright, or other intellectual property rights of third parties in respect of the manufacture and supply of the Goods.

ASSIGNMENT AND/OR SUBCONTRACTING

80. Supplier shall not assign, transfer, substitute, or subcontract to third parties any rights and/or obligations under this Contract without the prior written consent of SPK (including the rights derived from its invoices to SPK). The responsibilities of Supplier in relation to the Contract shall remain the same, whether it has been executed by Supplier or by an authorised subcontractor.

81. SPK is hereby expressly authorised by Supplier to assign to any company of its group all or part of its rights and obligations under a Contract.82. Any assignment of claims existing in relation to SPK, as well as any set-off of counterclaims, is not permitted.

FORCE MAJEURE

83 Neither Party shall be responsible for failure to perform its obligations under the Contract if such failure solely results from a Force Majeure Event.

84. "Force Majeure Event" shall mean the occurrence of an event or condition that is (1) beyond a Party's reasonable control and which (2) cannot reasonably be foreseen including natural disasters or catastrophic events such as epidemics, nuclear accidents, fire, flood, typhoons or earthquakes, war, riots, sabotage or revolutions, provided that points (1) and (2) above are satisfied but not strikes, stoppages or industrial action of Supplier's or its subcontractor's personnel.

85. The affected Party should send a written notice to the other Party within 24 (twenty-four) hours of the occurrence of any Force Majeure Event describing the Force Majeure Event. Costs and expenses incurred by a Party by reason of a Force Majeure Event shall be borne by that Party.

86. Each Party shall mitigate the effect of such Force Majeure Events on its performance obligation under the Contract. Relief granted to each other shall generally be limited to an extension of the time of performance to the extent caused by the Force Majeure Event.

87. If any Force Majeure Event continues for more than 90 (ninety) days in the aggregate, Customer shall have the right, but not the obligation, to terminate this Contract and respective Orders covered under the Contract.

NULLITY

88. If any of the provisions of the Contract or of these GPC are declared invalid, void or unenforceable either totally or partially, such invalidity, nullity or unenforceability shall not extend to the remaining provisions agreed upon, which shall remain valid.

CODE OF ETHICS, SECURITY IN THE SUPPLY CHAIN

89. Supplier is obliged to comply with the laws of the applicable legal system(s) and comply with SPK's "Code of Ethics and Conduct for Suppliers and Third-Party Intermediaries" (section 90 of these General Purchasing Conditions). This Code of Ethics defines the basic requirements placed on SPK's suppliers and on third parties which act as intermediaries of SPK concerning their responsibilities towards their stakeholders, society and the environment. SPK reserves the right to reasonably change the requirements of this Code of Ethics due to changes of the SPK Compliance System. If that is the case, SPK deems the updated editions of the Code of Ethics, available on its official website, as accepted without requiring additional signatures from Supplier.

90. Supplier and/or any third-party intermediary commit to adhering to the laws of relevant legal frameworks and upholding the Ten Principles of the UN Global Compact and the Universal Declaration of Human Rights, and also to:

HUMAN RIGHTS:

- Respect the protection of internationally proclaimed human rights and avoid complicity with human rights abuses.
- Respect the dignity, privacy and personal rights of each individual.

NON-DISCRIMINATION:

- Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment, or discrimination including gestures, language, and physical contact, that is sexual, coercive, threatening, abusive, or exploitative.
- Promote equal opportunities and treatment of employees, irrespective of skin colour, race, nationality, ethnicity, political affiliation, social background, disabilities, sexual orientation, marital status, religious conviction, gender, or age.

RESPECT FOR CULTURES AND COMMUNITIES:

- Help foster economic and social development of local communities and ensure full respect for the human rights.

LABOUR PRACTICES:

Prohibition of Forced Labour

- Avoid all forms of forced and compulsory labour and refuse to employ or make anyone work against their will.

Prohibition of Child Labour

- Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.

Basic Human Rights, Working Hours, Wages & Benefits of employees

- Comply with the maximum number of working hours outlined in the applicable laws.
- Provide fair remuneration and guarantee the applicable national statutory minimum wage.
- Recognise, as far as legally possible, the right of free association and collective bargaining. Neither favour nor discriminate against members of employee organisations or trade unions.

Occupational Health & Safety

- Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
- Establish a reasonable occupational health & safety management system.
- Provide training to ensure employees are educated in health & safety issues and have the right to refuse unsafe work.

INTEGRITY:

Anti-corruption and bribery

- Maintain zero tolerance for any form of corruption, extortion, or bribery.
- Forgo directly or indirectly offering or granting and requesting or accepting anything of value to government officials or to a counterparty in the private sector with intentions to influence official action or obtain an improper advantage.

Defence of competition

- Act in accordance with national and international competition laws and refrain from participating in price fixing, market or customer allocation, market sharing, or bid rigging with competitors.

Prevention of conflicts of interest

- Avoid all conflicts of interest that may adversely influence business relationships.

Anti-money laundering

- Take measures to prevent money laundering, both in receipts and payments.

Prevent sanctions

- Avoid any transaction, activity or conduct that could reasonably be expected to result in their classification as a sanctioned person.
- Do not have business or other relationships with companies or persons subject to sanctions or located in countries affected by international sanctions.

Fair Treatment and Supply Chain

- Notify and promote using reasonable efforts among its supplier's compliance with this Code of Ethics.
- Conduct appropriate due diligence on third parties to ensure the integrity of the supply chain.
- Comply with the principles of non-discrimination regarding supplier selection and treatment.

ENVIRONMENTAL PROTECTION:

- Act in accordance with the applicable statutory and international standards regarding the environment.
- Establish a reasonable environmental management system.
- Take reasonable efforts to avoid in its products the use of raw materials that come from, directly or indirectly, areas, groups or organizations in which human rights are infringed.

RESOURCE MANAGEMENT:

- Use our resources and the resources of third parties in a responsible, suitable, and efficient manner.
- Ensure the confidentiality of information accessible to them due to their relationship with Solarpack while carrying out their professional duties, including personal data, sensitive business information, and privileged information.
- Implement appropriate information security measures to adequately protect digital information stored in their systems and physical documents, considering the level of confidentiality involved.
- Respect SPK's intellectual and industrial property rights, as well as the intellectual property rights of their own and any third parties associated with them.
- Exercise the utmost care in maintaining SPK's professional image and reputation and ensure appropriate and ethical conduct by both their employees and contractors to use the company's image responsibly and appropriately.

TRANSPARENCY:

- Keep their books, records and financial statements accurate and transparent at all times.
- To refrain from using artificial or opaque structures unrelated to their own activities.

QUALITY:

- Guarantee at all times that the product or service supplied complies with the quality standards set out in the applicable laws, rules and regulations and all aspects set out directly in the contract with SPK.

91. Supplier shall maintain a firm commitment regarding safety, health, quality and respect for the environment. Supplier shall carry out the activity in accordance with best practices, complying with internationally accepted standards with respect to safety, health, quality and the environment, respecting and complying with the international and local laws, rules and regulations applicable in each case, and in accordance with the location where it carries out its activity, maintaining in all cases, a preventive approach and encouraging initiatives that promote greater environmental responsibility, and making efficient use of natural resources to minimise its environmental impact. In addition, it shall have corrective measures in place to mitigate any damage caused and to restore the previous situation. Supplier shall throughout the entire period of execution of any Contract on the Project comply with, and shall ensure that its subcontractors comply fully with, all safety, health, quality and environmental standards. Supplier shall expressly report, continuously throughout the entire execution period of the Contract, where appropriate, on any circumstances relating to safety, health, quality and the environment and accepts full liability for any adverse effects arising from its actions, omissions or negligence in such matters. If it is necessary for the Supplier or any of its employees or agents to enter the Buyer's or Project Owner's property, it shall handle, store and dispose of hazardous waste in a safe manner in accordance with prevailing regulations, endeavour to reduce atmospheric emissions, avoid negative impacts on soils, manage waste water discharges in accordance with prevailing regulations, minimise waste and contribute to the recycling and utilisation of materials and products, and in any case use environmentally friendly technologies.

92. SPK reserves the right to periodically request information and/or conduct inspections as it deems appropriate to ensure Supplier's compliance with the Code of Ethics, to verify compliance with international or local regulations in any area referred to in Section 90 and to request additional information and follow-up meetings. In addition to other rights and remedies SPK may have, SPK may terminate the Contract and/or any Order issued thereunder in case of breach of the obligations under this Code of Ethics section by Supplier. However, provided that Supplier's breach of Contract is capable of remedy, SPK's right to terminate is subject to the provision that such breach has not been remedied by Supplier within a reasonable grace period set by SPK.

93. Supplier shall provide the necessary organizational instructions and take measures, particularly with regards to the following security: premises security, packaging and transport, business partner, personnel, and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO (World Customs Organization) SAFE Framework of Standards (e.g., AEO, C-TPAT). Supplier shall protect the Goods and/or Services provided to SPK or provided to third parties designated by SPK against unauthorised access and manipulation. Supplier shall only deploy reliable personnel for those Goods and/or Services and shall obligate any sub-suppliers to take equivalent security measures.

ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE, DANGEROUS GOODS

94. If Supplier delivers Goods containing substances that are set out in the so-called "Solarpack List of Declarable Substances" applicable at the time of the Order or which are subject to statutorily-imposed substance restrictions and/or information requirements (e.g., REACH, RoHS), Supplier shall declare such substances and provide information as requested in the "substance declaration form" or in a reasonable format provided by SPK no later than the date of the first delivery of Goods. With respect to statutorily imposed substance restrictions, the foregoing shall only apply with respect to laws that are applicable at the registered seat of Supplier or SPK or at the designated place of delivery requested by SPK.

(i) the country of origin (non-preferential origin); and – at SPK's request – Supplier's long-term declaration of preferential origin (in the case of European suppliers) or preferential certificates or invoice declarations (in the case of non-European suppliers).

95. Supplier shall be liable for any expenses and/or damages incurred by SPK due to any breach of the obligations according to section 89.

RESERVATION CLAUSE

96. SPK's obligations under the Contract are subject to the provision that the fulfilment is not prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

SUPPLEMENTARY PROVISIONS

97. Insofar as the provisions of these GPC do not regulate certain matters, relevant statutory provisions shall apply.

REGULATION, HEALTH AND SAFETY

98. Supplier shall comply with all applicable laws relating to health and safety and use its best endeavours to (a) minimise and, if possible, eliminate hazards for the health and safety of the personnel employed by Supplier and Supplier's direct or indirect subcontractors for the fulfilment of the Contract ("Personnel") and (b) to ensure that no persons who are on the work site, including Personnel, SPK's personnel, and visitors, suffer any injury. Supplier shall (i) comply with all SPK's (and/or the site owner's) procedures, policies, and requirements, and revisions thereof, notified to Supplier from time to time and (ii) prior to attending any, to familiarise itself with the same.

98.1 Prior to commencing the provision of the Services, Supplier shall provide SPK with a written risk assessment which (a) analyses all potential hazards to the health and safety of personnel arising from the Services and (b) identifies measures to minimise and, where possible, eliminate such hazards, or shall comply with the plans set out by SPK by signing a document to that effect (see 96.8).

Additionally, when beginning each new activity at the work site, Supplier must inform its workers and the workers of its subcontractors of the work procedure to be followed, the risks involved and the protection measures to be adopted.

98.2 Supplier shall ensure that all Personnel (a) are competent to undertake the work by reason of training and/or experience (and the Contractor shall provide documentary evidence of such experience and training, if requested), and (b) take part in any SPK site-specific safety training. Supplier is obliged to provide its employees and the employees of its subcontractors with all personal protection elements necessary for the safe performance of their tasks, as well as to provide its employees with theoretical and practical safety training in relation to the risks of their field of expertise that may exist during the performance of the Services in the course of the performance of the Service. Machine operators shall have received specific training enabling them to use the machinery. With regard to the collective protection elements installed, Supplier shall be liable for their proper use and maintenance by all workers.

98.3 SPK reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Services for security, health, and safety reasons, at any time without any liability.

98.4 Supplier shall appoint a competent person as its representative for environmental, health, and safety ("Supplier EHS Representative") and shall ensure that the Supplier EHS Representative takes part in environmental, health and safety discussions arranged by SPK from time to time. SPK reserves the right to review these Representatives and will, in its sole discretion, reject them for service if it believes they do not meet the requirements.

98.5 Supplier shall regularly monitor compliance with statutory and contractual environmental, health, and safety provisions by visiting the place where the Supplier performs the Services or fulfils the Contract. In due time before an environmental, health and safety tour, Supplier shall invite SPK to participate. If Supplier discovers non-compliance with health and safety provisions, it shall restore compliance without undue delay and advise SPK of findings and the status of the corrective actions.

98.6 Upon SPK's request, Supplier shall promptly grant SPK access to all documents related to the environment, health and safety connected with the Services.

98.7 If any incident occurs in connection with the Services leading to (a) the death of any person, (b) an injury to any person, (c) an environmental incident (or if Supplier becomes aware of any event or circumstances in connection with the Services which could have caused any of the events described in (a), (b), or (c)), Supplier shall immediately inform SPK and shall, without undue delay, (i) execute a root cause analysis of the incident, (ii) determine appropriate measures to exclude similar incidents in the future, (iii) define time periods for the measures to be implemented, and (iv) provide SPK with a written report containing sufficient detail on the root cause, the measures determined, and the time periods defined (according to SPK model if requested). Supplier shall support any additional investigation conducted by SPK.

98.8 If SPK produces an environmental health and safety document for the site ("EHS") and Environmental Management Plan ("EMP"), SPK will provide Supplier with a copy of such plans and Supplier shall be obliged to adhere to them by signing an adherence agreement or shall draw up its own plans corresponding to the part of the work awarded to it, which shall be approved by SPK. Supplier undertakes the obligation to acquaint itself with and implement all the measures, activities and procedures set forth in these plans and the updates to them. Supplier shall ensure that its direct and indirect subcontractors contracted to perform the Services commit themselves to the EHS and EMP and the updates to them.

98.9 In addition to any other rights SPK may have, in the event of Supplier's material or repeated failure to comply with the statutory or contractual environmental, health and safety provisions, including the provisions of the EHS and EMP, after providing Supplier with a reasonable time period within which to remedy the failure, SPK may withhold payments and certifications in progress and even terminate the Contract without Supplier being entitled to any compensation, without prejudice to any claim for damages that SPK may have.

98.10 Upon SPK's request, Supplier shall submit a monthly report in accordance with a template provided by SPK, which shall include health, safety and environmental indicators. At SPK's request, Supplier shall provide monthly records of consumption (electricity, water for human consumption, process water, fuel), origin of water and input materials used and waste disposal (if applicable), as well as other requirements requested by SPK to demonstrate proper environmental management of its activities.

RESPONSIBILITY AND COMPENSATION

99. Supplier will be fully responsible and will compensate SPK for the breach of any provision in the Contract. Supplier will be fully responsible for the fulfilment of its obligations to subcontractors, employees and third parties.

100. Supplier releases SPK and its subsidiaries, officers, agents, employees, successors and assigns, as well as their corresponding legal representatives, and undertakes to defend and hold them harmless, from any responsibility, regarding any claims, lawsuits, actions or legal or administrative proceedings, damages, liabilities, interest, lawyers' fees or any other expenses of any nature whatsoever, including fines, penalties, sanctions or sentences, or costs incurred by the compensation of personal injury or damages or the death of an employee of the Supplier or its subcontractors, or third parties, as well as material damage or loss which may have been caused

by actions, events or omissions, including negligence or lack of care by Supplier or its employees, workers and/or subcontractors, providers of supplies or services, or any third party that has acted under the Supplier's management, supervision, responsibility or control, or in its representation.

101. If SPK should receive any claim from a third party referring to the obligations in the Contract, Supplier shall reply directly to them. If Supplier does not address this claim, SPK may, alternatively or subsequently, withhold the amounts claimed or register them with a public notary or the relevant legal authorities, or pay by means of subrogation, all of this according to SPK's choice, with the possibility of compensating the registered or paid amounts with any amounts withheld or which are subsequently accrued in the Supplier's favour in accordance with this Contract, and/or executing the warranties or guarantees that have been obtained in accordance with the Contract in SPK's favour. None of these actions by SPK will represent a breach of the Contract, therefore Supplier must continue to perform its obligations under the conditions agreed in the Contract.

102. The obligations contained in this clause shall survive the termination of the Contract.

FINANCING

103. Should SPK formalise the Contract in the context of the development, construction or operation of an energy project ("Project"):

- (i) The Parties recognise, and Supplier accepts, that SPK or the Project owner will finance the Project by means of the project financing system ("Project Finance").
- (ii) SPK may assign, at any time, all or part of the Contract to the Project owner or the financing entities that are financing the development, construction or operation of the Project.
- (iii) SPK may assign or transfer to third parties all the warranties regarding the Goods and/or Services that it may have been conferred by Supplier.
- (iv) Upon request by SPK, Supplier should enter into a direct agreement (hereinafter referred to as the "Direct Agreement") with the Project financing entities. In the event of entering into such a Direct Agreement, this will be drawn up according to the usual practices in the financing of energy projects in Project Finance mode. The Direct Agreement will regulate the Supplier's obligations relating to information and payment as regards the financing entities, as well as the "step-in" rights (subrogation) of the financing entities in the cases specified.
- (v) The Parties undertake to negotiate in good faith the modification of any clauses in the Contract whose modification is expressly requested by the financing entities of the Buyer or the Project owner as a condition for obtaining financing for the development, construction and/or operation of the Project.

TERMINATION

104. SPK may terminate the Contract with immediate effect by notice in writing to Supplier if:

104.1 Supplier is in breach and, in the case of breach capable of remedy, fails to remedy the breach as soon as reasonably possible and in any event within fourteen (14) days of being asked to do so in writing. If a breach cannot be remedied, SPK may terminate the Contract immediately. There is a material change in Supplier's financial situation that may affect its ability to fulfil its obligations under the Contract.

104.2 Supplier is unable to pay its debts as they become due, ceases or threatens to cease business, or a legal situation arises that restricts the full ability of Supplier to manage or dispose of its assets and that adversely affects the performance of its obligations under the Contract (including, among others, a petition for voluntary or compulsory bankruptcy, suspension of payments, voluntary bankruptcy or liquidation, admission to proceedings by court order or other insolvency proceedings, or in the case of a general assignment of the debtor's assets for the benefit of its creditors), or if anything similar to any of the aforementioned events occurs in any jurisdiction.

104.3 in the reasonable opinion of SPK, there occurs a material change in the financial position of Supplier which is likely to affect its ability to perform its obligations under the Contract; or

104.4 there is a change in control of Supplier which in the reasonable opinion of SPK adversely affects the position, rights, or interests of SPK.

105. SPK may terminate the Contract unilaterally at any time by written notice.

106. Upon termination of the Contract, SPK shall be entitled to delivery of all finished Goods manufactured by Supplier and all work in progress at the time of termination. If termination is pursuant to clause 104.3 or 104.4 or 105, SPK shall refund to Supplier the price of all finished Goods and a fair and reasonable amount for all work in progress. This shall be Supplier's exclusive remedy in the event of termination of the Contract under these clauses.

LAW AND VENUE

107. The Contract and any supply of Goods and/or Services stipulated thereunder shall be governed by the laws applicable in the country in which the SPK ordering entity has its registered office, without regard to principles of conflicts of laws and excluding the application of the UN-Convention on Contracts for the International Sale of Goods.

108. If disputes, controversies, or claims arise out of or in connection with the Contract, including any dispute regarding its validity, the responsible representatives of the Parties involved shall make a good faith effort to settle such disputes through fair dealing. If the disputes remain unresolved following this attempt, they shall be resolved through arbitration in the country or jurisdiction where the ordering entity is located. The language used in the negotiation and arbitration process shall be English.

COUNTRY SPECIFIC PROVISIONS

109. N/A