



General Terms and Conditions of Purchase of VDH Solar Groothandel B.V.

1. General

1.1 These general terms and conditions of purchase apply to the conclusion, performance and termination of agreements between VDH Solar Groothandel B.V., or a group company as defined in Article 2:24b of the Dutch Civil Code (“**VDH Solar**”) and a supplier (“**Supplier**”). Any deviations from and/or supplements to these general terms and conditions of purchase can only be agreed upon explicitly and in writing between VDH Solar and the Supplier. General terms and conditions of the Supplier, under whatever name, are explicitly declared inapplicable. In the event that the contents of the Agreement deviate from the contents of these general terms and conditions of purchase, the contents of the Agreement shall prevail.

1.2 An agreement, as referred to in these general terms and conditions of purchase, shall be deemed to have been formed until and in so far as, VDH Solar has accepted an offer by placing a written order with a Supplier for the purchase of goods and/or services. Any reference to “goods” shall also include “services” rendered by Supplier, to the extent applicable.

1.3 Quotations/offers from the Supplier are irrevocable and are valid for a minimum period of 30 days.

1.4 All costs incurred by Supplier in relation to issuing an offer are for Supplier’s account.

2. Price, payment and security for advance payment

2.1 Unless explicitly agreed otherwise in writing, agreed prices are fixed and exclusive of VAT, but include all (other) taxes, levies and costs.

2.2 In case of changed circumstances which (should) lead to a lower price, as a result of for instance currency fluctuations or if the Supplier reduces the prices of goods which had already been offered or delivered to VDH Solar for a higher price, the price already agreed upon between VDH Solar and Supplier shall be reduced accordingly. This right of VDH Solar shall apply until the moment the applicable goods have been delivered to the customer.

2.3 Unless otherwise agreed in writing and to the extent Supplier meets its obligations under the agreement, VDH Solar shall initiate payment of invoices within 60 days as of the receipt of a proper invoice as specified hereafter. Invoices shall exclusively be deemed eligible for payment provided they are correctly specified, that they bear the relevant and correct reference or Purchase Order number and the date of the order of VDH Solar and that they are sent to the correct Accounts Payable Department. Incorrectly specified invoices will be returned to Supplier and may lead to payment delay.

2.4 Payment by VDH Solar does not in any respect whatsoever imply a waiver of any right under an agreement between the parties and these General Terms and Conditions of Purchase or law. Payment cannot be regarded as constituting any acknowledgement by VDH Solar of the soundness of the delivered goods and does not release Supplier from any liability in that regard.

2.5 Payment releases VDH Solar from all obligations arising from the relevant agreement and cannot be regarded by Supplier as payment of any other alleged claim of Supplier on VDH Solar.

2.6 Supplier shall not raise the agreed prices during the term of the agreement. In the event Supplier is obliged to increase the prices by virtue of a mandatory law provision, then VDH Solar shall have the right to terminate the agreement with immediate effect. If a price increase has been agreed by both parties, the price increase will not take effect until at least 3 months after the agreement.

2.7 VDH Solar is at all times entitled to set off any payables to Supplier against any receivables from Supplier, regardless of the nature of the payables and receivables.

3. Delivery, packaging

3.1 In the absence of written agreement to the contrary, deliveries shall take place ‘Delivered Duty Paid (in accordance with the relevant provisions of the most recent version of Incoterms) at the place indicated by VDH Solar, with an accompanying waybill. The delivery time commences as soon as the agreement is formed and is of the essence. Exceeding the delivery term places Supplier in default without notice of default being required. Supplier is obliged to give VDH Solar timely and adequate advance notice of delivery and the possibility of late delivery.

3.2 In the event of late delivery by the Supplier, VDH Solar shall by way of compensation be entitled to a discount of 1% on the agreed price of the late delivered goods per day that the delivery is late, with a maximum of 10%, without prejudice to VDH Solar’s right to full damages. VDH Solar will in case of late delivery also be entitled to cancel the applicable agreement with the Supplier and have the right to claim full damages, without any liability towards the Supplier.

3.3 The goods and related materials must be packaged and preserved in such a way that protection against external forces is guaranteed. Supplier is obliged to follow any instructions given by VDH Solar in that regard.

3.4 Supplier warrants that it shall at all times have sufficient stock of the goods to meet VDH Solar’s requirements, whereby the requirement is measured by the quantity of goods ordered by VDH Solar in the last 3 months.

3.5 Every delivery of goods must be accompanied with a certificate of analysis.

4. Transfer of risk and ownership

4.1 Supplier represents and warrants that the full and unencumbered ownership of the goods is supplied.

4.2 The goods and related materials will remain at the expense and risk of Supplier until they are delivered, in accordance with the applicable Incoterms (latest version).

4.3 Ownership of the goods shall pass from Supplier to VDH Solar at the time of delivery, unless (i) otherwise agreed upon between the parties, or (ii) if the goods are rejected by VDH Solar in accordance with the provisions of clause 6.

5. Inspection and quality control

5.1 Without prejudice to any further rights, including rejection of goods, VDH Solar reserves the right to inspect, to check and/or to test the goods delivered or to be delivered, as well as the facilities of Supplier, either acting for itself or through another, irrespective of where the goods, or the facilities in question are located subject to providing reasonable notice. Supplier shall cooperate with the above. VDH Solar can further require a production or confirmation sample, free of charge. The inspection costs shall be borne by Supplier if the inspected goods and/or materials fail to meet the specifications or general requirements as provided for in clause 7.

5.2 If any (part of a shipment or a production batch of the) goods do not conform to the representations and warranties as set forth in these general terms and conditions of purchase and the specifications, VDH Solar may reject, at its discretion, the entire shipment or production batch without any payment becoming due by VDH Solar for any part of such shipment or production batch of the goods and without any liability towards Supplier. Supplier shall compensate VDH Solar for all costs incurred by VDH Solar and all damage VDH Solar has suffered and will suffer as a result of the rejection of the goods. VDH Solar shall also be entitled to store the rejected goods or to have them stored for the account and risk of the Supplier.

5.3 Failure to give Supplier timely notice about goods not or not sufficiently complying with the agreed specifications, shall never constitute a waiver of such claims by VDH Solar.

6. Supplier warranty

6.1 Supplier warrants that the goods being delivered and the accompanying documentation meet the agreed specifications, properties and requirements or, if no agreements have been made in that regard, the specifications, properties and requirements that are customary for the trading of these goods. Supplier further warrants that the goods and the accompanying documentation meet all of the governmental regulations in the country of production and all statutory and other governmental provisions concerning the payment of social security contributions and taxes, safety, the environment, hygiene, product designations or other matters as applicable under the relevant law and at the location of the work. All costs of measures, including repair measures, needed to meet these provisions or that may be needed to meet them, and all penalties and/or damages resulting from non-compliance with these provisions, shall in all cases be defrayed by Supplier, even if they are initially borne by VDH Solar.

6.2 Supplier further warrants that the goods are fit for VDH Solar’s intended purpose and can be used and processed for that purpose and that the goods possess at all times a high and consistent level of quality and that they meet the requirements laid down by or pursuant to law, and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising.

7. Services

7.1 If and insofar as the work is performed at VDH Solar’s location, that shall be done during the normal work hours at that location, unless parties have agreed otherwise in writing. Supplier is obliged to carry out the work outside of those working hours on VDH Solar’s first request. Travelling and waiting times do not constitute worked time and can only be charged to VDH Solar if that has been expressly agreed in writing between VDH Solar and Supplier.

7.2 Supplier shall arrange at its own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of the work and/or the employment of personnel.

8. Intellectual and industrial property rights

8.1 The Supplier grants VDH Solar a non-exclusive, irrevocable licence, subject to any intellectual property and other exclusive rights regarding the goods supplied. Pursuant to this licence, VDH Solar shall have the right to use and apply, in the course of VDH Solar’s own business, the inventions and know-how incorporated into the goods to the extent these are protected by the rights referred to, including to repair the goods and/or to cause them to be repaired, and VDH Solar shall also be authorised to supply the goods to third parties, whether or not the goods are supplied to the third parties as a component of other goods. The fee for this licence is included in the price.

8.2 The Supplier warrants that the goods do not infringe the intellectual property rights of any third parties and shall indemnify VDH Solar and its customers for all

costs, loss or harm that may arise as the result of any infringement or alleged infringement of such rights.

9. Confidentiality

9.1 The Supplier is required to observe strict confidentiality with regard to all of the information he/she/it may obtain in connection with the agreement or the performance thereof, including the nature of, the reason for and the result of the Order the Supplier performs.

10. On-site instructions and regulations

10.1 Supplier shall at all times adhere to the applicable rules on the sites and at the facilities of VDH Solar, such as hygiene and safety regulations.

10.2 The only persons granted access to the grounds of VDH Solar are those registered by Supplier with VDH Solar and whose admission has been approved by VDH Solar.

10.3 Other than in cases of gross negligence or wilful misconduct on its own part or its executive management staff, VDH Solar cannot be held liable for any damages or any injuries of any nature whatsoever that originate or are caused in any manner whatsoever in connection with the agreement, or its subject matter, to Supplier, to third parties engaged or otherwise involved by Supplier in the execution of the agreement, to goods of Supplier or those third-parties or persons employed by Supplier or those third-parties.

11. Prohibition on outsourcing and assignment

11.1 Supplier is forbidden without the prior written permission of VDH Solar to transfer or outsource the agreement or its execution in full or in part to third parties. VDH Solar is authorised at all times to assign the agreement in full or in part without the prior permission of Supplier.

11.2 Claims of Supplier on VDH Solar are not transferable without the written consent of VDH Solar.

12. Liability and insurance

12.1 Any failure in the fulfilment of the Supplier's obligations under the agreement gives VDH Solar the right to demand from the Supplier full or partial nullification of such failure and/or the consequences of such failure at the Supplier's risk and expense.

12.2 The Supplier shall be liable for any and all damages suffered by VDH Solar as a result of or in connection with any failure of the Supplier to fulfil its obligations under the agreement and/or these these general terms and conditions of purchase and/or as a result of or in connection with any act or omission on the part of the Supplier or its employees or third parties engaged by the Supplier in accordance with Article 11.

12.3 The Supplier indemnifies and holds harmless VDH Solar from and against any and all third-party claims, and claims arising therefrom, as a result of or in connection with any failure of the Supplier to fulfil its obligations under the agreement and/or these general terms and conditions of purchase.

12.4 VDH Solar shall not be liable for any damage suffered by the Supplier, unless said damage is the result of gross negligence or wilful misconduct by the management of VDH Solar or executive subordinates employed by VDH Solar.

12.5 The Supplier shall ensure that valid and adequate liability insurance is taken out. Said liability insurance must provide sufficient coverage to fully compensate VDH Solar for any and all damage it suffers as a result of any contractual or non-contractual liability of the Supplier.

12.6 In addition, in case of contracting work, the Supplier shall ensure that a valid and adequate Construction All Risk (CAR) insurance is taken out. The Supplier shall procure that VDH Solar as principal shall be added as additional insured in the CAR insurance policy.

12.7 At VDH Solar's first request, the Supplier shall provide VDH Solar with a copy of the policy/policies or an insurance certificate with respect to the insurances referred to in this article 12.

12.8 The insurance policies referred to in this article 12 and the applicable policy conditions shall not affect the Supplier's liability for any damage suffered by VDH Solar whatsoever.

13. Termination

13.1 VDH Solar is entitled to suspend the implementation of the agreement or to terminate or rescind the agreement in full or in part by means of a written statement and without a prior notice of default or judicial intervention with immediate effect, whilst retaining all its rights to compensation for costs, damage, losses, and interest if: a) Supplier fails to meet one or more of its obligations under or otherwise related to the agreement or to meet them on time or in full, or if it established that full compliance will be impossible; b) Supplier is declared bankrupt or its bankruptcy or (provisional) suspension of payment is applied for or granted, if it liquidates or discontinues its business, offers a composition, if an attachment is imposed on (part of) its assets or if it otherwise proves to be insolvent; c) material changes are made to direct or indirect ownership or control ratios at the business of Supplier.

13.2 VDH Solar reserves the right to terminate the agreement at all times for any reason, subject to a reasonable notice period.

13.3 In the event of termination in accordance with the terms of the agreement and these general terms and conditions of purchase, VDH Solar cannot be held liable for any form of compensation for damages.

13.4 Supplier shall not be authorized to suspend its delivery obligations or the performance of services in the event VDH Solar is reasonably disputing any amount due to Supplier. In the event of termination of the agreement, existing Purchase Orders shall be fulfilled in a (legally) satisfactory manner to both Supplier and VDH Solar, unless otherwise agreed upon between Supplier and VDH Solar. Furthermore, VDH Solar has the right to use, process of sell the goods that VDH Solar purchased from Supplier before the termination or expiration of an agreement.

13.5 Upon termination or expiry of the agreement (in whole or in part) for any reason, Supplier shall: (a) provide such reasonable transfer assistance in respect of the goods as VDH Solar may require to minimize any disruption and ensure continuity of VDH Solar's business; (b) cease to use for any purpose, and shall deliver to VDH Solar, in VDH Solar's chosen format, any work product (whether or not in final form) purchased by VDH Solar; and seize the use of any intellectual property rights provided to the Supplier in the context of the agreement.

13.6 Termination or expiration of the agreement does not relieve the Parties thereto from those obligations, which by their nature continue to be effective, including but not limited to the clauses on confidentiality, privacy and data protection, liability, intellectual property rights, warranties, applicable law, and dispute settlement.

14. Force Majeure

14.1 Force majeure means circumstances beyond a party's control in the sense of Section 6:75 of the Dutch Civil Code. In the event of force majeure, the fulfilment of the applicable party's obligations under the agreement is fully or partially suspended for the duration of the force majeure, without either party being required to compensate the other party for any damages suffered as a result thereof.

14.2 In the event that a party's force majeure situation lasts longer than thirty (30) days, the other party shall have the right to terminate the agreement with immediate effect and without judicial intervention by means of a registered letter, without such termination giving rise to any right to compensation.

14.2 Force majeure on the part of the Supplier in any event does not include: shortage of personnel, strikes, default by third parties engaged by the Supplier, breakdown of auxiliary materials, any Supplier's liquidity or solvency problems and government measures against the Supplier. The preceding list is not exhaustive.

15. Further provision, applicable law and court of competent jurisdiction

15.1 In the performance of the Agreement, the Supplier procures strict compliance with all applicable laws and regulations and any codes (of conduct) which VDH Solar may apply, in relation to, but not limited to, privacy / processing of personal data, quality, health, safety and environment. Supplier warrants such compliance by its employees and any third parties engaged

15.2 In the event of one or more of the provisions of these general terms and conditions of purchase and/or an agreement proving to be invalid or being set aside by a court of law, the other provisions will remain fully in force. The parties shall in good faith attempt to replace any unenforceable provision these general terms and conditions of purchase with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

15.3 In the event the delivery of the goods, entails the processing, which means accessing, obtaining, recording, holding, disclosing, using, altering, deleting, erasing or destroying data, or carrying out any operation of personal data by the Supplier, the Supplier shall: (a) comply with all Dutch and other applicable data protection laws, whether as (co) data controller or as data processor and (b) adhere to the obligations as set out in a data protection agreement to be entered into between the parties.

15.4 All agreements between VDH Solar and Supplier are subject to the laws of the Netherlands. The applicability of the United Nations Convention on Agreements for the International Sale of Goods of 1980 (CISG) is however excluded.

15.5 Any disputes between the parties that result from or are otherwise connected with any agreement and/or these general terms and conditions of purchase shall be exclusively subject to the laws of The Netherlands and the Court in Amsterdam, The Netherlands, shall have jurisdiction.

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