

GTC - General Terms and Conditions of SUNCELL ENERGY Ltd valid from 01.06.2021

1. General

These general terms and conditions of SUNCELL ENERGY Ltd (GTC) govern the conclusion, content and execution of contracts between SUNCELL ENERGY Ltd and its customers. They prevail in all cases over all other terms and conditions of sale, including those of the customer, unless such terms and conditions have been expressly accepted by SUNCELL ENERGY Ltd in writing. By signing the offer, the purchaser declares that he has taken note of these terms and conditions and accepts them without reservation.

2. Offer

If the offers do not contain any other period of validity, SUNCELL ENERGY Ltd is bound by default for a period of 30 days from the date of issue of the offer. The offer is deemed to have been accepted when the customer accepts it in writing. The contract only becomes valid after SUNCELL ENERGY Ltd has confirmed the offer to the customer in writing. Any changes to the offer made by SUNCELL ENERGY Ltd at the request of the customer must be agreed upon in writing and signed by both parties in order to be valid.

3. Prices

The prices valid on the day of delivery are those that are valid on the day of delivery and are not binding for SUNCELL ENERGY Ltd. Split deliveries will be invoiced at the daily price. The prices are net, excluding taxes, in Swiss francs (CHF) ex works of the manufacturer or ex warehouse of SUNCELL ENERGY SA located in 1680 Romont, Switzerland (free warehouse). The legal taxes (VAT, etc.) are invoiced in addition. Packaging, insurance and transport costs are charged in addition. Unloading costs are to be borne by the recipient. Unless otherwise expressly confirmed in writing, all prices are non-binding and subject to change without notice by SUNCELL ENERGY Ltd.

4. Delivery and notification of defects

SUNCELL ENERGY Ltd, or its appointed agent, is responsible for the transport. The delivery times are indicative and not binding. Delay in delivery does not entitle the customer to claim damages. The customer must check the ordered item within 8 days after receipt. In case of defects, the customer must notify SUNCELL ENERGY Ltd within the same period by registered letter. After this period, the delivery is deemed to be free of defects and is considered to have been definitively accepted. SUNCELL ENERGY Ltd will investigate the alleged defects and offer warranty services within the limits of the Swiss Code of Obligations. Any further warranty claims by SUNCELL ENERGY Ltd are excluded. SUNCELL ENERGY Ltd will replace goods that are found to have manufacturing defects and that have been complained about within the contractual or legal time limits. Redhibition or reduction of the purchase price is excluded. The exchanged goods become the property of SUNCELL ENERGY Ltd. Any additional compensation cannot be taken into consideration. In the case of products subject to specific limited warranty conditions, which Suncell Energy SA sells as a manufacturer or under its own brand SUNCELL[®], these conditions prevail over all other conditions, always in compliance with the Swiss Code of Obligations. SUNCELL ENERGY SA also automatically assigns to the Customer the warranties of third

party manufacturers whose conditions provide for more extensive benefits than those provided for in the Swiss Code of Obligations.

5. Return of goods

Goods that have not been notified of a defect in accordance with these GTC will only be returned in exceptional cases and only in perfect condition. The goods may only be returned with the prior consent of SUNCELL ENERGY Ltd, which will confirm the discount applicable to the return, with a maximum of 75% of the net value of the goods being credited to the customer. The goods must be returned in their original packaging and accompanied by all original documents. Transportation costs are at the expense of the Customer. The return will only be considered validly accepted after SUNCELL ENERGY Ltd has inspected the goods within 10 days of receipt.

6. Packaging

Lost packaging will not be taken back. Euro pallets (EPAL) are invoiced at CHF 15.00 per unit delivered and credited at CHF 12.00 per piece upon return, whether in the case of direct or delayed exchange (but at least 10 pieces at a time). The exchange criteria defined in the GS1 Switzerland and ASTAG recommendations (www.gs1.ch) shall apply. Special packaging will be invoiced and, if necessary, taken back according to the manufacturer's specified conditions.

7. Payment conditions

The delivery of the solar panels is subject to 100% payment in advance with the order, unless otherwise specified in the order confirmation. As a rule, for other components, invoices are payable net without deductions within 10 days of the invoice date, unless otherwise specified in the order confirmation. As soon as the payment period specified in the order confirmation is exceeded, SUNCELL ENERGY Ltd will charge interest on arrears at a rate of 6% per year without notice of default.

8. Retention of title

The delivered goods remain the property of SUNCELL ENERGY Ltd until full payment of the agreed price, including costs and any additional interest. Until that time, they may not be pledged, sold or even rented without permission. SUNCELL ENERGY Ltd reserves the right to register its reservation of ownership in the reservation of ownership register of the customer's domicile. The customer also undertakes to notify SUNCELL ENERGY Ltd without delay of any change of domicile/registered office and of any claim by a third party to the goods subject to retention of title.

9. Place of jurisdiction and applicable law

The exclusive place of jurisdiction is Montreux, Switzerland. SUNCELL ENERGY Ltd is also entitled to take legal action against the customer at the customer's domicile/head office. The legal relationship between the parties is governed exclusively by Swiss substantive law, to the exclusion of the rules of private international law, in particular those defined in the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention).