

GREENPORT General Terms and Conditions of Contract for the Planning, Sale and Construction of Solar Carports

1. Scope

- 1.1. Within the Solar Carports business division of the GREENPORT brand, GREENoneTEC Solarindustrie GmbH (hereinafter "GoT") offers the production and delivery of solar carports in B2B dealings as well as comprehensive project planning and on-site implementation of solar carport systems for customers (hereinafter "**GREENPORT projects**").
- 1.2. These General Terms and Conditions of Contract (hereinafter: "**GTCC**") apply to all contractual declarations and activities made or carried out by GoT with regard to customers as well as all services rendered to customers within the context of GREENPORT projects.
- 1.3. GoT objects to any General Terms and Conditions of the customer, regardless of their nature. They shall also be deemed invalid and legally ineffective if GoT does not object to them in any way other than by presenting these GTCC upon conclusion of the contract. This applies in particular to General Terms and Conditions to which customers refer in their declarations of acceptance.
- 1.4. Deviations from these GTCC shall only be valid if the Parties have expressly agreed to them in writing.

2. Conclusion of the contract and contractual principles

- 2.1. Contracts with the customer shall be concluded after the offer has been submitted and GoT has received the customer's declaration of acceptance. Offers from GoT can be accepted within 14 days in writing or by sending a scanned copy of the signed offer, in particular by email.
- 2.2. Subsequent modifications or amendments to the contract shall only be deemed valid if submitted in writing.
- 2.3. Each contractual agreement with the customer contains a list of services, the offer, the basic plan and these GTCC. In the event of any contradictions, the basic principles listed above shall take precedence over those listed in the following sections.

3. Prices

- 3.1. Prices are only binding if and to the extent that they are explicitly specified in the offer, otherwise they are deemed non-binding estimates.
- 3.2. Unless otherwise expressly agreed, the prices quoted are variable prices. They are adjusted to the actual market prices of the material or to the wage and ancillary wage costs of the workforce employed at the time of the service, in EURO, and do not include insurance or sales tax.
- 3.3. Unit prices and dayworks are billed based on the prices offered and the extent of the services actually provided. Additional services are billed separately.
- 3.4. Unless otherwise agreed, order prices apply to deliveries to the location at which the customer's project is based (DAP), and include packaging, loading, assembly, and insurance in EURO, but do not include VAT.

- 3.5. If taxes and other duties are incurred in the customer's country in connection with deliveries and services, they shall be borne by the customer.

4. Service deadlines and delivery

- 4.1. Unless fixed dates have been explicitly agreed, all delivery and other service deadlines are non-binding. Any fixed service deadlines specified by GoT shall commence upon conclusion of the contract, however, if an initial partial payment is due at the time of conclusion of the contract, the services shall only commence if this partial payment has been received in full, and the deadlines shall only be considered met if a request to accept the service has been issued to the customer and the customer does not object to the acceptance due to any major defects in the service.
- 4.2. In the event of doubt, GoT shall be entitled to make and issue invoices for partial deliveries.
- 4.3. If the performance of the service is delayed or interrupted for reasons within the customer's control, the customer shall bear any resulting additional costs (Section 1168/1 clause 2 of the Austrian Civil Code (ABGB)).
- 4.4. For delays in delivery caused through no fault of its own or due to negligence, GoT shall only be held liable in cases of gross negligence. Only in this case may the Buyer either demand performance or declare its withdrawal from the agreement, setting a reasonable grace period. In the case of custom-made products, the fact that GoT cannot use parts that have already been worked on for other purposes must be taken into account when calculating the grace period.
- 4.5. The time of the transfer of risk is based on the agreed Incoterm for the ordered delivery. In the event of doubt, DAP shall apply in accordance with Incoterms 2020 at the location at which the project is based. GoT shall be responsible for choosing the shipping method.
- 4.6. The Buyer shall obtain official approvals and any necessary approvals from third parties in good time under its own responsibility and at its own expense.

5. Acceptance

- 5.1. Once GoT has issued a completion notice and has checked that the performance is in line with the respective stage of completion, the customer shall accept the partial services from GoT as follows:
 - a. Planning phase: within 2 weeks of the building permit being granted or rejected for reasons for which GoT is not responsible.
 - b. Implementation phase: partial acceptance of carports within 2 weeks of completion; partial acceptance of the solar system (total acceptance) within 2 weeks of operational installation of the solar system, including connection to the inverter.
 - c. If only basic planning, material production and material delivery have been ordered, the acceptance process shall involve acceptance of the offer (planning phase) and at the agreed delivery time if the delivery is made according to the agreement, in the event of doubt, DAP Incoterms 2020 at the location at which the project is based (implementation phase).

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5.2. An overall acceptance protocol must be prepared to record any existing defects. The customer shall be obliged to accept the goods if the (partial) services have essentially been provided according to contract. The customer shall only have the right to refuse acceptance if any defects are present that significantly impair the full operational and functional capacity of the contractual object or justify the customer's right to terminate the contract (major defect).

5.3. On expiry of the acceptance periods, the services shall be considered accepted unless the customer has refused acceptance by naming one or more major defects.

6. Default of acceptance

6.1. If the customer refuses without justification (default of acceptance) to accept services that must be fulfilled by delivery in accordance with the agreed Incoterm – in the event of doubt, DAP at the location at which the project is based – GoT shall be entitled to store the delivered goods at the customer's expense and, if the default of acceptance lasts for more than 30 days, to dispose of the goods at the customer's expense or to sell them for its own account, and to retain the proceeds of the sale in addition to any claims against the customer.

7. Payment

7.1. Invoicing and payment shall be made in accordance with the payment plan outlined in the offer and the agreed payment terms. In the event of doubt, payments shall be due without deductions within 14 days of receipt of the invoice. GoT shall submit a corresponding partial invoice upon completion of the respective stage of completion, and a final invoice upon completion of the entire GREENPORT project.

7.2. Unless otherwise agreed, a non-refundable payment on account amounting to the total order value for the planning phase is to be made upon conclusion of the contract, a payment on account of 50% when the building permit is issued, a payment on account of 40% of the total order value for the implementation phase on acceptance of the carports, and the remaining 10% on acceptance of the solar system.

7.3. A partial invoice shall be issued for the planning phase when the building permit is granted or in the event of ultimate failure. GoT may issue an additional partial invoice when the carports are accepted.

7.4. A final invoice must be issued after final acceptance of the GREENPORT project and designated as such. Details of the overall service must be included in the invoice. A subsequent assertion of legitimate claims should be avoided wherever possible, but is not excluded.

7.5. The customer is not entitled to any form of financial retention.

7.6. If the customer is late with an agreed payment, GoT may, in particular:

- a. demand fulfilment of the contract;
- b. postpone fulfilment of its own obligations until it receives the overdue payments;

c. in the event of an instalment payment agreement, demand immediate payment of the entire outstanding purchase price (failure to meet the deadline);

d. withdraw from the contract if a reasonable grace period is not observed;

e. charge interest on arrears from the due date pursuant to Section 456 of the Austrian Commercial Code (UGB), pre-litigation costs, in particular reminder fees, collection costs on a time and material basis and legal fees.

7.7. Payments made by the Buyer may – at GoT's discretion – be credited against any liability on the Buyer's part.

8. Reservation of self-supply

8.1. GoT shall not assume a procurement risk. If the object of the service is not available or temporarily unavailable despite the prior, congruent conclusion of a corresponding purchase contract, GoT shall inform the customer immediately after becoming aware of this and keep it updated at regular intervals thereafter. GoT shall be released from its performance obligation until the sub-supplier can procure a supply independently, and in the event of an absence of delivery, may withdraw from the contract without being subject to claims for damages. This shall not apply if GoT's sub-supplier is responsible for failing to make the delivery.

8.2. In the event of withdrawal, GoT shall reimburse any payments already made by the customer insofar as these payments exceed the price of any services already provided. More specifically, the initial partial payment for planning services shall be excluded from the reimbursement.

9. Retention of title/security

9.1. All delivered goods shall remain the property of GoT until full payment has been made. This applies regardless of the connection of components for the erection and installation of carports on a property owned by the customer and the installation of solar systems; the retention of title extends to these. If the carports are dependent components of the property, this shall have no effect on the separate retention of title for the solar system, which remains an element in its own right subject to privileges. GoT is entitled to attach notices to the carport and solar system indicating third-party ownership until full payment has been made.

9.2. If the customer defaults on its payment obligation, either in whole or in part, is over-indebted or ceases to make payments, or if the customer has filed an application for insolvency or insolvency proceedings have been initiated, GoT shall be entitled to take immediate possession of all goods that are still subject to retention of title. GoT may also immediately assert further rights arising from the retention of title. The same shall apply if the customer's economic circumstances change significantly.

9.3. If the property on which the GREENPORT project is being implemented is pledged to a third party, the customer must prove to GoT that the solar system has been released from the pledge by the mortgage creditor until full payment has been made.

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- 9.4. The customer is obliged to take out and maintain business liability and fire protection insurance for the installed system until full payment has been made.
- 9.5. GoT shall be entitled to demand payment security from the customer at any time in accordance with Section 1170b ABGB in the form of cash or a bank guarantee amounting to 40% of the total fee still outstanding at the time of the request. If the project takes longer than three months to implement, the maximum payment security that can be requested is 20%.

10. Duty to warn and contradictory contract

- 10.1. GoT shall not assume liability for soil-related risks or other basic planning risks for GREENPORT projects (surveying, plans of the property, in particular the route of supply lines and connections). The customer shall be liable for the accuracy of the information and the documents it provides, which shall not be checked by GoT without the issue of a specifically agreed mandate.
- 10.2. In the event of allegations of a breach of duty to warn, the customer shall bear the burden of proof.
- 10.3. After conclusion of the contract, if it emerges that the implementation of the GREENPORT project is only possible by deviating from the agreed implementation details (even at extra cost), GoT shall be entitled to choose a suitable variant for implementing a similar degree of quality, and shall quote a reasonable price for the resulting additional services. GoT shall not be entitled to assert compensation claims for additional services if it obviously should have been aware of the impossible nature of the selected implementation method, for which the customer is obliged to provide proof. Claims for damages against GoT for the need to make performance adjustments are excluded.

11. Warranty

- 11.1. GoT guarantees that the properties of the system are the same as those guaranteed in the contract and normally required at the time of acceptance. Minor deviations and technical changes to illustrations, drawings, dimensions and weights or descriptions are possible, but do not constitute a defect. Only properties expressly confirmed in the offer are considered guaranteed. No warranty claims (or other claims) may be derived from product descriptions provided by GoT (or a third party), in particular information in catalogues, brochures, advertising literature, written and/or verbal statements, etc., which have not been explicitly incorporated into the contract. If GoT manufactures a contractual object based on design data, drawings, models or other specifications belonging to the customer, GoT shall only be responsible for the conditional workmanship pursuant to the specifications.
- 11.2. GoT uses mathematical models based on the system size, location, long-term weather data and experience to create yield forecasts or calculations. GoT shall not guarantee any specific technical or economic yield from the GREENPORT project.
- 11.3. The warranty period shall be two years after acceptance. The limitation period for warranty claims shall also end when this period expires.

- 11.4. The warranty shall not cover defects that were clearly present at the time of acceptance but were not subject to a complaint by the customer. The assertion of claims for damages and errors shall also be excluded in the event of such defects (as outlined in Section 377 UGB).
- 11.5. GoT shall be obliged to rectify the defects identified during the acceptance process within a reasonable time period and has the right to rectify reported defects itself. The customer shall only be entitled to have the defect rectified by replacement if there are important reasons for this. An important reason includes any instance where the defect is not remedied within a reasonable period of time despite requests from the customer, due to circumstances for which GoT is solely responsible.
- 11.6. When ordering a replacement, the customer must obtain several quotes for the purpose of comparison, and commission the most favourable one.
- 11.7. The legal presumption set out in Section 924 ABGB is excluded. Therefore, the customer receiving the goods must also prove that a defect already existed at the time of acceptance.

12. Liability

- 12.1. GoT shall only be liable for damages outside the scope of application set out in the Austrian Product Liability Act (PLA) if intent or gross negligence can be proven. Liability for slight and mere gross negligence, compensation for consequential damage, lost profits, loss of interest or recourse claims asserted by third parties is excluded.
- 12.2. If, after acceptance, the customer fails to comply with any conditions for use and application or with official approval conditions, any compensation for damages and any other liability on the part of GoT shall be excluded. If any goods or components are manufactured based on information provided by the Buyer, the Buyer shall bear the risk vis-à-vis GoT for the correctness of the specifications and the liability for all damages, as well as for all consequences under patent law.
- 12.3. The customer's claims for damages shall become statute-barred one year after knowledge of the damage and the damaging party has become known.
- 12.4. The application of Section 934 ABGB is excluded (as per Section 351 UGB).

13. Withdrawal rights

- 13.1. Unless otherwise agreed, withdrawal from the contract shall only be possible pursuant to mandatory legal provisions and for important reasons.
- 13.2. An important reason exists for GoT, in particular,
- if the start of planning or construction or the provision of services is delayed by more than two months for reasons within the customer's control;
 - if the customer is in default with a partial amount due without providing a valid reason, is reminded again of the default with a grace period of 20 working days, and does not then issue payment within the grace period;

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- c. if the customer has provided false information relating to its creditworthiness or objective reasons become known that indicate the customer's insolvency (e.g. failure to pay multiple invoices, rejection of the opening of insolvency proceedings due to insufficient assets to cover costs). In this case, the customer shall be given the opportunity to make an advance payment or to provide a suitable payment security before GoT withdraws from the contract.
- 13.3. If the customer terminates the contract in part or in full for reasons for which GoT is not responsible, or GoT terminates the contract for reasons for which the customer is responsible, GoT shall have the legal right to limited remuneration in accordance with Section 1168 (1) ABGB. Material that has already been manufactured or processed according to the project specifications is not considered suitable for alternative uses and therefore cannot be included in deductions. Alternatively, GoT may demand flat-rate compensation amounting to 20% of the sum of the prices attributed to the cancelled services.

14. Prohibition of retention and offsetting

- 14.1. The customer shall not be entitled to withhold or offset payments due to warranty claims or other counterclaims that GoT does not recognise or that are determined by a court.

15. Intellectual property rights

- 15.1. If any components of the GREENPORT project are based on design data, drawings, models or other specifications belonging to the customer, the customer shall indemnify GoT and hold it harmless in the event of any infringements of industrial property rights resulting therefrom. The customer shall advance any legal costs that GoT incurs in an appropriate manner.
- 15.2. GoT's documents, in particular the offer, drawings, drafts, graphics, designs, layouts, images, models, information, descriptions and instructions for use, as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of GoT (or of another author) and shall be subject to the relevant legal provisions with regard to reproduction, imitation, competition, etc. GoT's documents that are handed over to the customer shall remain the property of the author, may not be reproduced or exploited in any way or made accessible to third parties without GoT's consent and shall be returned upon request.
- 15.3. All tangible and intangible rights to components of the GREENPORT project, in particular the intellectual property, the comprehensive copyright with all authorisations to all documents and information provided within the scope of contract initiation and implementation, including warranty, support and maintenance, shall remain exclusively with GoT. This shall also apply insofar as these objects have been created as a result of specifications and/or the cooperation of the customer, and irrespective of whether a contract is concluded between GoT and the customer. The Buyer thus only has the non-exclusive powers to these objects as stated in these GTCCs.

16. Force majeure

- 16.1. If a case of force majeure that impairs or threatens to impair the performance of one of the obligations under the contract occurs on the premises of one of the Parties, it shall inform the other Party, within a reasonable period of time, of the nature and extent of the circumstances concerned and of how they affect its ability to perform.
- 16.2. Cases of 'force majeure' shall include, but shall not be limited to war, emergency, accident, fire, earthquake, flooding, storms, strikes or any other impediment that the affected Party proves was beyond its control and that it could not have been reasonably expected to take into account at the time of conclusion of the contract, or to have avoided or overcome its consequences.
- 16.3. One Party affected by a case of force majeure shall not be liable vis-a-vis the other Party for any delay in, or failure to perform, any of its obligations under this contract to the extent that this is due to force majeure and the affected Party has complied with its duty to provide related information.
- 16.4. If the performance of any of the obligations under this contract is prevented or delayed due to a case of force majeure for a continuous period of more than two months, the other Party shall be entitled to extraordinarily terminate this contract by giving written notice to the Party affected by the case of force majeure. In this case, compensation must be arranged for any services already provided, but claims for damages are excluded.

17. Export and import licences

- 17.1. Products and know-how supplied by GoT are intended for use, and are to remain, in the country of delivery agreed with the Buyer. (Re-)import/export is only permitted with GoT's consent and is subject to the foreign trade regulations of the Republic of Austria or of another country of delivery agreed with the customer. The customer must independently find out about these regulations. Irrespective of whether the Buyer specifies the final destination of the delivered contractual products, it is the Buyer's own responsibility to obtain any necessary approvals from the respective competent foreign trade authorities before exporting such products.

18. Transfer of business/objection

- 18.1. In the event of transfer of the customer's business, GoT shall express its objection to an (automatic) takeover of the contractual relationships by the acquiring party. Such a takeover requires a separate agreement (requirement for the written form).

19. Confidentiality

- 19.1. The customer is obliged to keep strictly confidential all confidential information that comes to its knowledge in any way, shape or form for the **purpose** of project planning and implementation, product development and quality management of GoT as well as the sales promotion of GREENPORT projects, in particular GoT's business and trade secrets and all information relating to the GREENPORT project, regardless of type and content (information, documents, records, work results, analyses, studies, plans, drawings, software, know-how, prototypes, or

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- other business or technical information and any analyses or information, which are derived from confidential information), irrespective of whether such information is marked as "confidential", as well as the content of the offer and any other agreements concluded with the customer. The customer undertakes to expressly impose this obligation to maintain confidentiality on all employees, and to take and maintain appropriate action to ensure compliance with the same.
- 19.2. The obligation of confidentiality does not apply if the customer proves that
- it was already in possession of the information before GoT disclosed it and received the information without any confidentiality obligation;
 - the information is in the public domain;
 - it obtained the information from a third party that did not breach its own confidentiality obligation;
 - it developed the information itself without using any confidential information;
- 19.3. Disclosure is permitted to the customer if and insofar as it is required by law, and to individuals who are bound by professional secrecy.
- 19.4. The customer may only use confidential information for the above purpose. Any further use is not permitted. In particular, this agreement does not grant any licensing rights to patents, know-how, copyrights or other intellectual property rights. Confidential information from GoT remains the property of GoT.
- 19.5. The customer shall refrain from exploiting or copying the confidential information itself in any way outside the purpose (in particular by way of 'reverse engineering'*) or from having it exploited or copied by third parties and in particular from applying for industrial property rights – in particular, trademarks, designs, patents or utility models – in respect of the confidential information.
- 19.6. The above provisions concerning confidential information shall also apply to legal successors, or shall be transferred to such legal successors if the legal predecessors' obligation remains unchanged.
- 19.7. The above provisions shall apply for the duration of the contractual relationship and for a duration of ten years following acceptance of the respective GREENPORT project.
- 19.8. The customer undertakes to pay a contractual penalty of EUR 50,000.00 for each breach of the obligation to keep confidential information secret. The right of GoT to claim further damages remains unaffected.

20. Jurisdiction, place of performance and law

- 20.1. It is agreed that the competent court with subject matter jurisdiction for Klagenfurt shall have exclusive jurisdiction for all disputes between GoT and the Buyer arising directly or indirectly from this contract.
- 20.2. The place of performance for all deliveries, services and payments shall be GoT's registered office. This shall also apply if the handover takes place at another location as agreed.

- 20.3. All contractual relationships between GoT and the customer shall be governed by Austrian law – with the exception of the uniform UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law-rules set out in private international law.

21. Binding language

- 21.1. In the event that these GTCCs are translated into a language other than German, only the German version shall be authoritative and shall be used for any interpretation.

GREENoneTEC, January 2024