

**1. CONTRACT AND ORDER.** All orders or conclusions of sales contracts imply acceptance of these General Terms of Sale, together with an express waiver by the customer of its own terms of sale, notwithstanding any clause to the contrary included in its own documents. Only prior written acceptance by EDF ENR PWT may provide for derogation from these General Terms of Sale, which form the sole basis of the sales negotiation.

Contracts or orders are deemed final and irrevocable, subject to the provisions of article 10 "Retention of title", (i) from the signing by the customer of the EDF ENR PWT offer (ii), failing which (ii) 10 (ten) days after EDF ENR PWT issues an acknowledgement of order (order confirmation), in the absence of any written claim from the customer reaching EDF ENR PWT during said period.

Any special conditions accepted for additional supplies shall in no case be extended to the main contract.

Any particular conditions stated in the contract shall only amend the general conditions on the precise points they focus.

Any samples and information (prices, miscellaneous data, conditions...) published in the catalogues, brochures and price lists are only informative and involve no commitment from EDF ENR PWT. EDF ENR PWT reserves the right to introduce any modifications to dimensions, materials and shapes of the samples and devices illustrated on same.

**2. PROPOSAL VALIDITY.** EDF ENR PWT's proposal validity term is one month as from proposal date. After expiry of said term, said proposal shall no longer be binding on EDF ENR PWT, unless otherwise approved in writing.

**3. SUPPLIES.** Supplies are only inclusive of equipment which is stated in the agreement. Any request for modification of the agreement by customer is subject to prior written approval from EDF ENR PWT and shall entail amendment of the initially stated prices and delivery terms.

EDF ENR PWT reserves the right to replace the whole or part of the equipment which is initially stated by other equipment of equivalent or higher quality.

**4. PRICES.** Prices are quoted before tax, under standard packaging and FCA Bourgoin-Jallieu (Incoterms ® 2020). Prices are binding and non-revisable, except provisions to the contrary specified in the contract or order confirmation. Customers may not therefore invoke the provisions of article 1195 of the French Civil Code and agree to assume the risks resulting from an unforeseeable change of circumstances on the day of the order or signing the contract.

**5. PAYMENT CONDITIONS.** Payments are made in accordance with the terms of the contract or order confirmation and, unless specified otherwise, products must be paid for in full prior to dispatch. Invoices are payable at EDF ENR PWT's registered office. Payments are effected by bank transfer, check or bill of exchange, net without discount and before shipment of the goods unless otherwise agreed. In case of partial delivery, a partial invoice will be issued and settled as stated heretofore.

Unless otherwise notified by the Customer, the invoices are exclusively issued electronically, in accordance with Article 289 of the French Code Général des Impôts, and are transmitted in PDF format to the email address specified at the creation of the Customer account. In case of outstanding debt at the date of payment, EDF ENR PWT reserves the right to suspend any further delivery until full payment. In addition, according to article L.411-6, I, al.12 of Commercial Code stipulations, late delivery penalties shall apply at European Central Bank's REFI rate + 10 points as from the 1<sup>st</sup> day following the maturity date of the outstanding invoice and a fixed indemnity for recovery costs equals to 40 euros shall be due ipso jure and without formalities. Any outstanding payment shall be construed as an event of default for any monies still payable under any current contracts or agreements. Furthermore, failure to pay on any of the due dates may result in EDF ENR PWT demanding the return of the goods or, as it chooses, full payment of amounts due by the customer. In addition, subsequent to formal notification remaining unheeded for a period of 30 (thirty) days, EDF ENR PWT may deem the sale cancelled as of law and any amounts already paid shall be retained by EDF ENR PWT as a penalty.

**6. DELIVERY TERMS.** The delivery terms stated in the contract and/or in the order confirmation are for information only, and indicative of our best time estimate. Late delivery shall in no case authorize the customer to claim for or to pronounce contract termination or order cancellation or to claim for price reduction, damages or penalties.

Should any elements to be furnished by customer be delayed, or should any modification be introduced during the implementation of a purchase order, EDF ENR PWT reserves the right to postpone or extend the delivery terms agreed in the contract or in the order confirmation.

**7. DELIVERY.** Goods shall be delivered in accordance with Incoterm FCA Bourgoin-Jallieu (Incoterms ® 2020), except if provisions to the contrary are specified in the contract or order confirmation. After summons to remove the goods sent by EDF ENR PWT to customer by registered letter, should the customer fail to take delivery thereof within 10 days, EDF ENR PWT shall be entitled to consider the contract and or the order terminated. In such cases, any effected payments shall remain acquired to EDF ENR PWT notwithstanding any other rights or remedies.

**8. WARRANTY AND LIABILITY.**

**8.1. Guarantee and Warranty conditions**

Legal guarantee of conformity

Goods are deemed to be made available by EDF ENR PWT in perfect condition. Upon arrival of the goods, the customer shall check the state of these goods and make all necessary reservations to the carrier and immediately transmit the shipping document with the said reservations to EDF ENR PWT, if the latter is in charge of transport. The customer shall immediately upon delivery of the goods ensure their compliance with the contract. No claim will be received after a period of 8 (eight) days from delivery.

Unless express consent of EDF ENR PWT, the delivery of a non-compliant material open not right to a price reduction to the benefit of the customer. EDF ENR PWT will, at its option, either repair on its premises or replace the product, or refund purchase price thereof. This guarantee does not cover the return transportation costs, the costs of reshipment of any repaired or replaced product, or cost associated with installation, removal or reinstallation of product, or any production losses.

Warranty

a) EDF ENR PWT's Module products are warranted in accordance with EDF ENR PWT's General Terms and Conditions of Module Warranty in force. It devolves on customer to establish the existence of any defects in materials and workmanship.

b) Concerning the cells and the wafers, EDF ENR PWT warrants only that, upon delivery, cells and wafers will meet specifications attached to the contract or to the order confirmation to the exclusion of any other warranty.

It should be noted that:

- Deliveries containing up to 1% of cells and/or wafers that does not comply with the stated specifications are not covered by the warranty hereof. Only deliveries containing more than 1% of non-compliant cells/and or wafers with the stated specifications shall be considered as defective

- Concerning the cells, it is understood that a measurement tolerance of 4% will be applied in relation to the power flashed, taking into account the tolerance and variance specifications of the testing equipment.

c) Other equipment, namely equipment manufactured by other manufacturers than EDF ENR PWT, in particular ready-to-install system solutions such as "Self-Consumption Solutions", is guaranteed by the manufacturer. The warranty terms of any such manufacturers are available on request.

Warranty is exclusive of wear parts, defects resulting from misuse, improper, defective or nonconforming application, installation, or failure to adhere to the EDF ENR PWT's prescriptions (including the non-respect of the user guide, absence or faulty maintenance, monitoring, storage, handling, or any modifications introduced by third parties other than EDF ENR PWT...) or special conditions of use unknown by EDF ENR PWT. This warranty is not transferable and not assignable. Our standard documentation (product sheet, user guide) is available on our web site or on upon request.

This warranty is, as far as legally possible, in lieu of all other warranties, express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, said warranties being expressly disclaimed.

EDF ENR PWT will, at its option, either repair on its premises or replace the defective product, or refund purchase price thereof. This warranty does not cover the return transportation costs, the costs of reshipment of any repaired or replaced product, or cost associated with installation, removal or reinstallation of product, or any production losses.

**8.2. Liability**

**EDF ENR PWT acts exclusively in its capacity as a supplier and is not responsible for the products sold being appropriate for the industrial facilities of the customer and/or the feasibility of the customer's project and/or the proper installation of the said products by the customer who commits to follow indications contained in the set-up and installation guide of EDF ENR PWT's products. The customer is therefore sole responsible for conducting feasibility studies and attaining the certificates, attestations and authorizations required (ETN, ATEC, etc.) for installation of the equipment and performance of its project.**

**EDF ENR PWT shall in no case be held liable for indirect, material or immaterial, consecutive or incidental damage resulting from any cause whatsoever. In any case and whatever the cause is, either cumulated or not, the liability of EDF ENR PWT under the Agreement is limited to a sum equal to 50% of the amount before tax of the delivery from which said claim for damages is originated.**

**9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.**

**9.1. Intellectual Property:** Any studies, software, programs, plans, offers, test reports, certificates, specifications and documents provided for the customer shall remain the property in full of EDF ENR PWT and should be considered strictly confidential. The customer may not use them outside of the contract and/or of the order or communicate them in any form to third parties and undertakes to take all appropriate measures for this purpose.

**9.2. Confidentiality:** All information of any kind, communicated in any way by EDF ENR PWT is deemed to be confidential. The customer is prohibited from disclosing it to any third parties without prior, written consent from EDF ENR PWT.

The customer undertakes:

- to ensure this data is protected and take all appropriate and necessary precautions to effectively combat cybercrime and data theft
- to immediately inform EDF ENR PWT in the event of any theft of data it has entrusted to the customer
- to return to EDF ENR PWT or destroy any entrusted data at first request from EDF ENR PWT, with proof being provided of any destruction (including of any copies made).

**10. OWNERSHIP TITLE RESERVATION. EDF ENR PWT hereby reserves ownership of the delivered goods until full payment of their price in principal and accessories.** Bank checks and bills of exchange are only considered as payment instruments as at final credit thereof. The customer shall subscribe suitable insurance policies to cover all risks related to ownership and custody of the goods until full payment of their price.

**11. ETHICS AND CONFORMITY**

11.1. The EDF Group adopted an Ethics Charter in 2013 and introduced a Group Ethics and Conformity Policy applying to all entities of the EDF Group. EDF ENR PWT therefore expects its partners to share the same values of business ethics and integrity and have a duty of responsible behaviour, synonymous with compliance with various regulations, standards and laws, both as regards products and individuals, including as regards resources and the environment. In 2001, notably, the EDF Group joined the United Nations Global Compact and pays particular attention to respecting the fundamental rights and principles outlined in the United Nations Universal Declaration of Human Rights, the United Nations Global Compact, the Charter of Fundamental Rights of the European Union and Conventions signed under the aegis of the International Labour Organisation.

11.2. The customer therefore undertakes to respect these fundamental rights and principles, together with all the applicable provisions/standards of international law and national law, in particular those relating to the fight against corruption and money-laundering, the financing of terrorism, international sanction programs, sector-specific regulations (REMIT and dual use goods), the right to competition, the protection of personal data, fraud, influence peddling,

the environment, child labour and forced or compulsory labour, the health and safety of employees and third parties, in particular with respect to discrimination, harassment and physical and moral violence in the workplace.

11.3. EDF ENR PWT reserves the right to perform audits, or have them performed by a competent body, to verify that the customer, which declares and guarantees it has not been sanctioned for breaching the aforementioned principles, complies with these principles, laws and standards.

11.4. In the event of the customer failing to comply with the regulations, standards and principles outlined of this clause, EDF ENR PWT reserves the right to cancel the contract or the order without the customer being able to claim any indemnity in this matter and without prejudice to any compensation that EDF ENR PWT may claim.

11.5 The customer represents and warrants that he has never been convicted for violation of the abovementioned principles

**12. PROTECTION OF PERSONAL DATA** EDF ENR PWT, as data controller, informs the customer that the data of its employees involved in the execution of the contract or the order (ex : professional contact details) may be processed for the purpose of managing contracts and the relationship with the customer. The collect is based on the contract concluded between EDF ENR PWT and the customer. The data are transferred to EDF ENR PWT's concerned services and are not transferred to third parties. The data will be saved for the duration of the relationship with the customer plus the duration of the warranties and the limitation periods. Data subjects have a right to portability, access, rectification, limitation, opposition and deletion of their data and have the right to communicate to EDF ENR PWT instructions on the fate of these data in case of death. In order to exercise their rights the data subjects may send their requests to the following address: Legal Department, EDF ENR PWT, 33 rue Saint Honoré, ZI Champfleuri, 38307, Bourgoin Jallieu. The data subjects are informed that a Data Privacy Officer may be contacted at the following address : [privacy@edf-en.com](mailto:privacy@edf-en.com). They have the right to make a claim to the CNIL <https://www.cnil.fr/en/home>. The customer will inform the data subjects (including its employees or its processors' employees if relevant) of the present provisions.

**13. FORCE MAJEURE.** Force Majeure, as well as any severe events which make it impossible or impractical for EDF ENR PWT to meet its commitments, may cause termination or cancellation of said commitments or their suspension or postponement at EDF ENR PWT's sole discretion without the right for the customer to claim for damages.

All events such as lock-outs, strikes, epidemics, wars, requisitions, fire, floods, tolling accidents, scrapping of major components during manufacturing, transport interruptions or delays, or any other occurrences resulting in unemployment or short-time working measures for EDF ENR PWT or its suppliers, or any other facts or events escaping EDF ENR PWT's reasonable control or willingness shall be considered as Force Majeure.

**14. APPLICABLE LAW, JURISDICTION AND DISCREPANCIES**

The General Terms and Conditions of sale hereof, contract and orders shall be construed and ruled under French Law. Any dispute resulting from the construction or performance of the General Terms and Conditions hereof, the contract and/or any orders shall be submitted to the competent Court of the sole jurisdiction of Lyon even in case of plurality of defendants or guarantee claims, without prejudice to any stipulation to the contrary in customer's commercial documents.

In case of discrepancies between the French and the English version of those General Terms and Conditions, the French version shall prevail.