



Terms and Conditions of Supply

STANDARD, STANDARD “+”, ASSURE, ADVANCED Warranty for inverters, accessories and REACT 2 batteries

Document valid from: January 1st, 2021

1. DEFINITIONS

Agreement: all the provisions of the Terms and Conditions, the Order and the Order Confirmation.

Battery (ies): the REACT 2 batteries specified in the Order Confirmation.

Corporate Group: all the companies directly and/ or indirectly controlled by a Party and the companies subject, together with this Party, to a common control.

Customer(s): the subject who requests and/or receives and Offer or sends an Order to FIMER, and, if required by the Order Confirmation and/or by law provisions, any related successors and/or assignees.

FIMER: FIMER S.p.A. in Extraordinary Administration, a company incorporated under Italian law, with registered office at Milan (Italy), via Santa Sofia No. 28, with a fully paid share capital of EUR 22,000,000, Tax Code 09286180154, VAT No. 01574720510, and its possible successors and/or assignees.

Inverter: the UNO-DM, REACT 2, TRIO PVS, CENTRAL PLUS single-phase and three-phase string inverter and respective accessories (excluding REACT 2 batteries) specified in the Order Confirmation.

Offer: the document that FIMER submits to the Customer in order to verify the availability of the Product and subsequently place an Order.

Order: the document (and its attachments) signed by the Customer and submitted to FIMER for approval, through which the Customer requests that FIMER supplies the related Products and/ or Services. The definition of the Order also encompasses the provisions of the Order accepted by FIMER after fulfillment of the Agreement.

Order Confirmation: the written communication by means of which FIMER confirms acceptance of the Customer's Order, thereby fulfilling the Agreement.

Parties: the Customer and FIMER.

Party: the Customer and/or FIMER.

Price(s): the amount(s) indicated in the Order Confirmation.

Product(s): the Batteries and Inverters specified in the Order Confirmation.

Service(s): the service(s) specified in the Order Confirmation.

Supply: the entire object of the Order Confirmation.

Terms and Conditions: the general terms and conditions of this Agreement. The Agreement shall be considered as concluded between the Parties as soon as FIMER, after receiving the Order, has communicated its acceptance in writing to the Customer. Customers, as soon as they are in possession of the Order Confirmation, shall check all the data contained therein; such information shall be understood as approved by Customers, unless immediately challenged in writing by the latter. The materials and services not expressly described in the Order Confirmation shall be invoiced separately.

2. STRUCTURE OF THE AGREEMENT

Unless otherwise agreed to by the Parties, the Customer agrees that each Order referring to the Terms and Conditions, and the relevant Order Confirmation from FIMER, is a separate Agreement, legally independent from any others. Each time the Customer submits an Order which is subject to the Order Confirmation by FIMER the relevant Supply shall be subject to the further contractual conditions for Products and/or Services indicated in the Order and in the Order Confirmation which are part of the Agreement. In case of differences between the terms of the contractual documents, those contained in the Order Confirmation and in the Terms and Conditions prevail over those contained in the Order, and those contained in the Order Confirmation prevail over those in the Terms and Conditions. Any eventual general conditions applied by the Customer not expressly accepted in writing by FIMER, also where indicated in the Order and/or on the reverse of the Order, shall not apply. FIMER's Offer is valid only when transmitted in writing and for the period indicated in that Offer. No FIMER agent or intermediary has the power to accept Orders on behalf of FIMER. The Agreement is stipulated between the Parties when FIMER, after receipt of the Order, notifies the Customer in writing about the acceptance of the same by sending the Order Confirmation. Upon receipt of the FIMER Order Confirmation, the Customer should verify all the

information provided therein; it is considered accepted by the Customer if not challenged immediately in writing by the latter. The materials and services not expressly described in the Order Confirmation will be invoiced separately. These Terms and Conditions shall only apply to the Supply of Products and/or Services, as the case may be. These Terms and Conditions, together with the Order and the Order Confirmation, shall represent the entirety of the contractual terms and conditions entered into between FIMER and the Customer, regarding a specific Supply and shall, in this respect, supersede any other communication and/or oral or written agreement between FIMER and the Customer. By availing itself of (the rights and remedies provided by) these Terms and Conditions, the Customer hereby agrees to abide by the same Terms and Conditions.

3. GENERAL TERMS

3.1. All the information exchanged by the Parties shall be considered confidential.

3.2. The Parties may communicate by electronic means and these communications shall be considered equivalent to a written document, having full contractual validity between the Parties, except as provided under mandatory provisions of applicable law. The identification code contained in an electronic document, albeit differing from a digital signature, shall be sufficient for the identification of the sender and the authenticity of the document. In particular, the Parties expressly agree that any Order transmitted by electronic means will be considered equivalent to a signed paper document by the Parties, with the same compulsory and binding effect, except as provided under mandatory provisions of applicable law.

3.3. The transfer of the Agreement within FIMER Corporate Group shall not require the Customer's consent.

3.4. The Customer agrees that, at the care and expense of FIMER, FIMER can install on the Products any technical modifications considered mandatory by FIMER (for example, those necessary for safety/security reasons). The parts removed become the property of FIMER; the Customer declares that it has suitable authorization from the proprietor or holder of other rights, to transfer to FIMER the ownership and possession of the parts removed.

3.5. The Customer is only responsible for the results obtained from the use of the Products and/or Services.

3.6. If any clause of the Agreement is declared invalid or unenforceable, the remaining clauses of the Agreement shall remain fully applicable and valid.

4. PRICES

Except as otherwise set out in the Confirmation order agreed in writing, the Price refers to a Supply delivered

CPT at agreed place of destination and excluding VAT, customs duties and, in general tax or financial charges connected with sale and export. The Prices agreed do not bind FIMER in the case of changes to the quantities and/or qualities of the Products to be provided and shall be updated in the case of extension of the delivery schedule for the reasons foreseen under Article 6 (Delivery Schedule) of the Terms and Conditions..

5. PAYMENT & INVOICING

The Price shall always be paid via bank credit transfer to the account designated by FIMER within the contractually established dates or, unless otherwise agreed, within 30 (thirty) days from the date the invoice is issued. The transfer of sums to FIMER is always at the risk of the Customer, whatever means of payment is chosen. Any agreement on or the receipt by FIMER of notes or documents of credit are understood as mere facilitation for the transaction, and grants FIMER the right to reimbursement of the applicable interest, costs and commissions, is subject to clearance thereof, and does not change the place of payment, which remains as indicated above. In the case of late payment, the Customer shall pay FIMER interest for late payment at the rate determined on the basis of Article 5 of Legislative Decree No. 231/2002, without prejudice to any further damages. When possible according to the Supply, FIMER may split the invoicing of deliveries. In this case, each deliver will be billed separately, as per the contractually established payment terms. Any complaint by the Customer, including for delayed deliveries or incomplete Supply of non-essential parts, does not give the Customer the right to suspend or delay payment. Except as explicitly agreed otherwise by the Parties, invoicing for the delivery of the Products shall be done in full at shipment. In the case of labor services or on-site activities paid as consumed, FIMER shall issue the relevant invoice simultaneous to the receipt of FIMER personnel time cards duly countersigned by the Customer.

6. DELIVERY SCHEDULE

The delivery dates run from the date of the latest among the following events:

- from the date of the agreement between the Parties on all the delivery conditions;
- from the receipt by FIMER of the advance payment for the Order, where foreseen;
- from the receipt by FIMER of the technical data from the Customer or third parties designated thereby or from the approval of FIMER's executive drawings and plans by the Customer, where foreseen;
- from the receipt by FIMER of the materials which

must eventually be provided by the Customer or by a third party designated thereby;

- when the Customer receives authorization to import the material(s) or to make the payments, where applicable. To calculate delivery dates, weeks of 5 (five) working days, excluding public holidays, are considered. The delivery dates indicated are considered automatically extended in the case of unforeseen events for a period of time equivalent to the duration of the event itself. FIMER will not therefore be liable, in any case and for any reason, for any direct or indirect damages caused by the delivery of materials later than the date indicated; the Customer, however, accepts delivery of the material ordered also after that date. The delivery date is further extended if the Customer does not perform its contractual obligations on time and, in particular:
- if payments are not effected timely;
- if the Customer does not provide the data necessary at the schedule time before or during processing;
- if the Customer requests changes during the processing of the Order;
- if the Customer delays delivery of material before or during the processing of the Order. If delivery is not made for any reason due to events independent from FIMER, the delivery is considered as made to all effects upon simple notice of completion of Supply. By delivery date the Parties mean the date of issue by FIMER of notice of goods ready or notice of shipment to the Customer, or consignment to the carrier or shipper indicated thereby in the Order, or in the notice of goods ready for testing.

7. DELIVERY - PACKAGING - SHIPMENT AND TRANSPORT Except as otherwise agreed in writing, FIMER delivers its Products CPT to the agreed place of destination. The Products transported CPT are not insured against risks deriving from transport, unless upon written request from the Customer contained in the Order with which the Customer undertakes to pay the relative costs. If the Products are agreed to be delivered FCA FIMER's factory, by delivery of the same to the Customer or to a third party engaged thereby in time, are always transported on behalf of the Customer and at the risk and liability thereof, also in the case of returns. The Customer must notify FIMER with the necessary instructions for shipment and any other related measure. In the event that the Customer fails to pick up the Products, FIMER has the right to charge 1% (one percent) per month of the invoice value for storage costs (further to what is stated for late payment). Storage is provided at the Customer's risk. The Customer is always obliged to check the Products and report any eventual shortages/deficits and damage before accepting delivery by the carrier and, thus, before signing the transport document for receipt. In any case

the Customer must accept the Products with reservation stating the nature of loss or damage on the transport document and notify FIMER immediately upon delivery. Any eventual latent defects must be notified to FIMER by registered letter within eight days from the date of receipt of the Products. Otherwise the Customer forfeits its relevant rights. The return of Products or packaging is not accepted without the prior written consent of FIMER. The exclusion of packaging, in the case of goods for which it is normally used, or the use of special packaging, must be expressly requested by the Customer when placing the Order. FIMER uses standard packaging materials and procedures, it provided that FIMER is explicitly discharged by the Customer of any and all liability related to eventual faults and/or damages deriving from the packaging which, due to force majeure and/ or causes not attributable to FIMER, the materials may suffer or cause during transport.

8. LIQUIDATED DAMAGES/DELAYS IN DELIVERY

Liquidated damages for delay are applicable only if expressly indicated in the Order Confirmation. Where FIMER, in the case of delay, is required to pay liquidated damages in accordance to Article 1382 of the Italian Civil Code, the same shall be the sole remedy available for the Customer, thus expressly excluding reimbursement of any further damages. Liquidated damages are not due when the delay in the performance is attributable to an unforeseen circumstance or to an event not related with the direct responsibility of FIMER. Liquidated damages shall be due only when the Customer has notified FIMER by registered letter about its intention to apply the same and shall be due and applicable only from the date of receipt by FIMER of such notification. In any case liquidated damages are not applicable where not demanded within 10 (ten) days from the delivery of the delayed Supply. The Customer expressly renounces to set off the amounts due as liquidated damages with other sums due to FIMER.

9. TRANSFER OF RISKS

The title of the Supply, and the related risks, shall pass to Customer from the day of delivery of Supply as per relevant Incoterms applied as per clause 7 to the Customer directly or to the carrier, also where delivery is free of carriage or if assembly is included, or where transport is charged by FIMER. If shipment is delayed or becomes impossible due to reasons not attributable to FIMER, the Supply remains in storage at the expense, risk and liability of the Customer.

10. FORCE MAJEURE

Force Majeure" shall mean any event beyond the reasonable control of the Parties, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations whether declared or not,
- (b) rebellion, revolution, insurrection, riot, civil war, civil
- (c) confiscation, nationalization, mobilization, commanding, sanctions, blockade, requisition or any other act or failure to act of any local state or national government authority,
- (d) strike, sabotage, lockout, embargo, blockade, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague,
- (e) natural catastrophes such as earthquake, storm, fire, flood or inundation, tidal wave,
- (f) munitions of war, explosive materials, ionizing radiation or contamination, nuclear and pressure waves, except as may be attributable to the Party's use of it
- (g) actions or omissions by any state authorities, prohibition on exportation or importation of material or equipment or services.

If a Party is prevented, hindered or delayed from or in performing any of its obligations under the Agreement by Force Majeure, then it shall give notice to the other Party and shall be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Force Majeure shall however not apply to any obligation of the Customer to make payments to FIMER herein. If FIMER suffers delay and/or incurs cost by reason of such Force Majeure, FIMER shall be entitled to an extension of time under the Agreement including time required for demobilization/remobilization and if the event of Force Majeure occurs in the country where the site is located, payment of any such cost. If the performance of the Agreement prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than ninety (90) days on account of Force Majeure either Party may terminate the Agreement as provided.

11. TESTS

The Customer has the right and the duty to notify, in due time, the intention of attending, at its own expense, routine tests of the materials at FIMER's factories. In such event, FIMER will notify the Customer with sufficient warning, the date on which the tests will be executed:

if the Customer is not present on such date, the tests will be executed in any case and the results notified thereto. When the Customer requires and FIMER accepts further unplanned tests, these shall be at the Customer's expense. No later than 30 (thirty) days from completion of the works by FIMER, the Customer, if so agreed, may request the inspection of materials at its premises or at the installation site, to verify their regular operation. In this case, all the relevant costs, including travel, labour, transport of the inspectors, shall be borne by the Customer; these tests are executed at the Customer's risk and liability, which must also take responsibility for the complete safety of the workplace, also as required by Article 25 below. Once these tests are favourably completed, or the aforementioned period has expired without the Customer requesting the said tests, the Supply is considered accepted by the Customer. Where, at these tests, the Supply is found not to comply with the Agreement, FIMER shall be put in the position to eliminate the deficiencies as soon as possible. The repair of such defects constitutes the only remedy which FIMER shall be required to implement, with express exclusion of the further damages or the termination of the Agreement.

12. ASSEMBLY

Except as otherwise agreed, the installation of devices and assembly of components and, more in general, of the Supply are executed at the care and expense of the Customer. Upon request of the Customer, the installation may be ordered from FIMER at the Prices indicated at the date of request. The Customer must prepare the necessary works and connections in good time and provide all the hook-ups and preparation as necessary, including the safety of the premises where the installation is to be executed.

13. WARRANTY - CLAIMS

FIMER provides the Customer with the following warranties, as described below:

13.1. STANDARD Warranty Plan for Inverters (excluding the PVS-175 Inverter) The STANDARD Warranty for Inverters covers the material and labour required for their repair at the Repair Center or on site, at the sole discretion of FIMER. See table 1 for further details. The STANDARD Warranty Plan does not apply to the PVS-175 Inverter.

13.2. STANDARD "+" Warranty Plans for PVS-175 Inverters only The STANDARD "+" Warranty for Inverters covers the material and labour required for their repair at the Repair Center or on site, at the sole discretion of FIMER, as well

as shipment of repaired Inverter (incoterms CPT). See table 1.a for further details. The STANDARD “+” Warranty Plan applies to the PVS-175 Inverter only.

13.3. ASSURE Warranty Plans for Inverters (excluding the PVS-175 Inverter) The ASSURE Warranty for Inverters covers early replacement of Inverters or components thereof (power modules, string boxes) as well as shipping costs and labour required for their removal and re-installation on site. See table 1 for further details. The ASSURE Warranty Plan does not apply to the PVS-175 Inverter.

13.4. ADVANCED Warranty Plans for PVS-175 Inverters only The ADVANCED Warranty for Inverters covers early replacement of Inverters or components thereof (power modules, string boxes) as well as shipping costs (incoterms CPT). See table 1.a for further details. The ADVANCED Warranty Plan applies to the PVS-175 Inverter only.

13.5. Warranty Plans for accessories The accessories also include all monitoring components if the accessories are not already embedded with the Inverters. The accessories Warranty covers the material and labour required for the repair of the Product at the Repair Center or its replacement, at the sole discretion of FIMER. See table 1 for further details.

13.6. BASE Warranty Plans for Batteries The STANDARD Battery Warranty only covers the material and labour required to repair the Batteries at the Repair Center or on site, at the sole discretion of FIMER. See tables 2 for further details.

13.7. STANDARD Warranty Plans for Batteries The STANDARD Battery Warranty only covers the material and labour required to repair the Batteries at the Repair Center or on site, at the sole discretion of FIMER. See tables 2 and 2a for further details.

13.8. ASSURE Warranty Plans for Batteries In addition to the STANDARD Warranty, the ASSURE Battery Warranty covers early battery replacement as well as shipping costs and labour required for their removal and re-installation on site. See tables 2 and 2a for further details. Applicable during the Warranty Period between the 1st year and 5th year (included). The additional ASSURE Service Level for each Battery Pack, effective as from the 5th through 10th year, must be purchased together with the Warranty Extension for the REACT 2 Inverter.

13.9. Warranty for Services The warranty period is 24 months from performance of the Services. Any claim regarding the Services must be raised in writing, within a maximum term of 60 days from performance, when the time limit for action expires. In the case of Systems, this term is 60 days from execution of the disputed service when the time limit for action expires. In the case of

latent defects, the terms indicated above run from the date of discovery. Once the warranty period has expired claims are not accepted, even for latent defects. Where the claim is timely and justified, FIMER’s obligation is limited to repetition of execution of the non-compliant service, excluding all rights to the Customer to seek termination of the Agreement and/or compensation of damages.

13.10. COUNTRIES CONCERNED The STANDARD and STANDARD “+” Warranty Plans for Inverters (save for UNO DM Inverter) and the Inverters’ Accessories Warranty Plan are available in all countries where FIMER distributes Inverters. The ASSURE Warranty Plan for Inverters (save for UNO DM Inverter) is available only for Inverters for which is bought the warranty ASSURE and installed in the following countries: Australia, Austria, Belgium, Canada, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Israel, Italy, Luxembourg, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, United States, Sweden, Switzerland, Hungary. The ADVANCED Warranty Plan for PVS-175 Inverters is available only for Inverters for which is bought the warranty ADVANCED and installed in the following countries: Austria, France, Germany, Greece, Ireland, Italy, Luxembourg, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Hungary. The ASSURE Warranty Plan for REACT 2 Batteries is available only for Batteries installed in the following countries and for which is bought the warranty ASSURE: Australia, Belgium, Czech Republic, France, Germany, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Poland, Portugal, Spain, Switzerland, Slovakia and United Kingdom. The UNO DM Inverter Warranty Plan is available only for Inverters bought and installed in all the European countries plus Australia and United States of America, provided that in the concerned countries where warranty ASSURE is available, the same terms and conditions set for warranty ASSURE will be applied; otherwise, warranty STANDARD will be applied.

13.11. FIMER WARRANTY DURATION

Warranty Plans for Inverters have a duration of 5 (five) years as of the date of purchase by the Customer, and may in no case exceed a maximum period of 66 (sixty-six) months from the date of shipment from the factory. The Warranty may be extended to a total of 10 (ten) years, provided that. the purchase of the Warranty Extension occurs within 12 (twelve) months of purchasing the Inverter. The Warranty Plans for UNO DM Inverter only, have duration of 10 (ten) years as of the date of purchase by the Customer, and may in no case exceed a maximum period of 126

(one hundredtwenty- six)) months from the date of the shipment from the factory provided that the serial number of the inverter is registered by the Customer on the following FIMER web site: <https://www.fimer.com/unowarrantyextension>. The Warranty Plans for UNO DM cannot be extended beyond 10(ten) years. The STANDARD and ASSURE Warranty Plans for accessories have a duration of 2 (two) years starting from the date of purchase by the Customer and may in no case exceed a maximum period of 30 (thirty) months from the date of shipment from the factory. There exists no Warranty Extension for accessories. The BASE Warranty Plan for REACT2 Batteries have duration of 2 (two) years starting from the date of purchase by the Customer and may in no case exceed a maximum period of 27 (twenty-seven) months from the date of shipment from the factory. The STANDARD and ASSURE Warranty Plans for REACT2 Batteries, excluding Batteries installed in Germany, have a duration either (i) for a period equal to 120 (one hundred and twenty) months from the date of purchase and in no case more than 123 (one hundred and twenty-three) months from the date of shipment from the factory, or (ii) up to the moment 3,650 (three thousand, six hundred and fifty) cycles have been completed, whichever period is shorter, as specified in table 2. The Battery shall in any case be considered as faulty when its Residual Capacity is less than 60% of its rated energy (at the Battery unit level). For Batteries installed in Germany, FIMER guarantees that the Batteries will have a minimum Residual Capacity of 80% (eighty percent) of the rated energy, either (i) for a period equal to 10 (ten) years from the date of shipment of the Battery, or (ii) up to the moment in which the energy discharged reaches 5,892 (five/eight hundred and ninetytwo) MWh, as specified in table 2a. Furthermore, in order not to lose the Warranty, please consider that if the installation is not performed immediately, the Battery must be stored in an environment with a controlled temperature ranging between -20 °C and +25 °C for no more than six months, or at a controlled temperature ranging between -20 °C and +45 °C for no more than three months, and in any case with relative humidity no higher than 80% without condensation. Tables 2 and 2a show the definitions and details of the Terms and Conditions for Battery Warranties.

13.12. CLAIMS UNDER WARRANTY

All claims under Warranty must follow the procedures described below. The claim must be submitted through one of the following channels:

In Italy:

- Via the FIMER Customer web site:
<https://assistenza.solar.fimer.com>
- Via the toll-free number: 800990444.

Outside Italy:

- Via the hotline. The hotline numbers are provided on the FIMER web sites.

- Via online service at:

<http://solar.fimer.com/contact-fimersupport>

Mandatory information to provide:

- Product Model
- Proof of purchase for the Product concerned
- Serial number (S/N) of the Product figuring on the Product label (it is recommended that a picture of the Product label is provided in .jpg format)
- Description of the problem and, where applicable, the error code displayed on the Product
- Customer's business data (name and full address of the contact person)
- Business data of the Party requesting assistance (name and full address of the contact person) e-mail address of the Customer address of the installation site
- Installation site.

FIMER will provide a CARE code associated with the claim. The CARE code must be indicated in all correspondence throughout the handling of the claim. In case of non-compliance with the procedure or inaccurate or incomplete information, FIMER will not take the claim into consideration. FIMER shall invoice all expenses and costs incurred by the inspection and transportation of the returned Product (or Product inspected on site, as appropriate) that do not present defects after being inspected by FIMER.

13.13. HANDLING OF CLAIMS

Claims shall be handled following one of the following procedures, at the sole discretion of FIMER:

- Return and repair
- Replacement with a reconditioned device
- Early replacement with new, repaired or equivalent Product at the sole discretion of FIMER (with ASSURE Warranty only)
- On-site repair
- Possible reimbursement, at the sole discretion of FIMER

The above Warranties are exclusive and supersede any other quality and performance warranties, whether written, verbal or implicit; any other guarantees, including any implied warranties of merchantability or fitness for a particular purpose, are hereby excluded by FIMER. The handling of the claims shall be subject to the terms and conditions set out in Article 15.3 below.

13.14. EARLY REPLACEMENT (ADVANCE SWAP)

UNDE ASSURE AND ADVANCED WARRANTY PLANS

The ASSURE and ADVANCED Warranty Plans provide for a replacement unit. FIMER shall ship a replacement Inverter or components thereof (power module, string box or Battery) before the Product suspected to be

defective is shipped to an FIMER Repair Center. This unit may be new, reconditioned or equivalent, at the sole discretion of FIMER. The (early) delivery of the replacement unit does not in any case amount to the recognition by FIMER that the Product which is the subject of the claim is under Warranty. FIMER's approval or rejection of the claim shall be communicated only after FIMER has inspected the returned Product. The Customer must make the defective Product available for return within 7 calendar days from the delivery of the replacement unit, using an appropriate packaging, as per the replacement unit supplied. The allegedly defective Products must be returned to an FIMER Repair Center for claim validation. Should the claim be confirmed, the remaining Warranty period of the defective Product will be transferred to the replacement unit. If the defect is not covered by a Warranty (see Article 14.16), the claim will be rejected, and the costs incurred (relating to logistics, administration, fault inspection and purchase of the Replacement Product) shall be invoiced to the Customer, without making the Replacement Product's Warranty invalid. In case the FIMER Repair Center does not receive the allegedly defective Product within the aforementioned period, the Replacement Product's Warranty may be invoked only once the Product has been returned to FIMER. In any case, if the allegedly defective Product happens to be returned to FIMER after the aforementioned 7 (seven) calendar day period has elapsed, FIMER shall be entitled to charge the Customer a lump sum of EUR 100 (one hundred) as administrative fees, regardless of whether or not the Product falls within the Warranty Terms. FIMER undertakes to perform the inspection within 3 (three) months of the allegedly defective Product's delivery.

13.15. ON-SITE ASSISTANCE

In case of on-site assistance (including early replacement), as decided by FIMER, the qualified technician shall be selected by FIMER. For this kind of assistance, the Customer is required to (and is responsible for) ensuring access to the system and providing the necessary equipment for this purpose (scissor lift, for example). The Customer shall also ensure that the plant and the work environment is provided with the appropriate health and safety requirements envisaged by law. The qualified technician may refuse to perform an operation where the conditions set out by the health and safety regulations are not met. Should the above conditions not be met, FIMER shall charge the Customer any costs, including –but not limited to– the costs relating to the qualified technician who could not access the site and/or the Product.

13.16. WARRANTY DISCLAIMER

Warranty claims are excluded in the following cases:

- Expiration of the Warranty Period.
- Mechanical damage during transportation of the defective unit when the Product is conveyed under the responsibility of a third party.
- Any modification made to the Product that has not been authorized by FIMER.
- Improper installation or commissioning.
- Improper use of the Product.
- External event (over-voltage, malfunction of other components of the system causing the Product to break down, etc.).
- Failure to comply with the Product documentation (Product manual, installation instructions, preventive maintenance).
- Force majeure, including –but not limited to– lightning, over-currents, natural disasters and fires.
- External agents, including acid rain, salt, vandalism or other pollutants.
- Failure to (properly) implement safety rules.
- Use in combination with unauthorized equipment, products or materials, as per FIMER documentation.
- For Batteries, in case of failure to comply with the storage conditions, as expressed under point 4 above, in the absence of immediate installation. Given the evolution of the technology, the replacement unit or a new device available at the time of the claim may not be compatible with the installed system. The Warranty does not cover any expenses and/or costs incurred as part of the configuration, update or adjustment of the system to enable the installation of the Product. Unless otherwise agreed, FIMER shall not pay any financial compensation, including –but not limited to– the compensation for any energy not supplied to the network by the system during any assistance activities, including preventive and corrective maintenance. Spare parts for preventive maintenance and consumables are not covered by the Warranty (e.g. over-voltage protection devices, fuses, etc.).

14. SUSPENSION OF DELIVERY

FIMER shall have the right to suspend deliveries where the Customer fails to make a single payment by the agreed deadline, or proves to be a defaulter under another agreement or other general obligations towards FIMER. FIMER may also suspend deliveries after the conclusion of the Agreement, in the event that the Customer's economic conditions substantially change, as in the case of one or more complaints, enforcement actions, constitution of pledges and/or mortgages, request for receivership, pre-bankruptcy agreement among creditors, or cessation of activity.

15. LIMITATION OF LIABILITY

With regard to the Supply, without prejudice to the legal mandatory provisions, FIMER's liability towards the Customer concerning direct damages, of a contractual nature or of any other nature, and any other existing form of compensation and/or indemnity provided for by law and/or by these Terms and Conditions and/or by the Agreement, shall in no case exceed a total amount equal to 100% of the Supply Price. Except for the mandatory limits of the law, FIMER shall not be required to indemnify the Customer for lost profits and/or any indirect and/or consequential damages. In particular, by way of example and not exhaustively, FIMER shall not be called upon to compensate damages related to loss of turnover, loss of profit, loss of contract, damages deriving from the lack of efficiency of the work carried out. On no account shall FIMER indemnify the Customer for any damage, due on any basis whatsoever, for which the Customer has been demanded to make compensation to third parties. In case of conflict of interpretation, the provisions contained in this article shall prevail over any other provision that may be otherwise contained in the Terms and Conditions and/or the Agreement. The Customer may not suspend the performance of obligations by availing itself of the Warranty.

16. EXPORT CONTROL

The Customer agrees not to disclose, use, export or reexport, either directly or indirectly, the Supply, unless in full compliance with all applicable regulations on export control. The Customer hereby declares and guarantees that the Supply will not be used, either directly or indirectly, for military or nuclear applications, for the design or production of chemical or bacteriological weapons or chemical precursors of such weapons, for the design or production of nuclear weapons, or for the design or production of ballistic missile launching systems without the prior written consent of FIMER. Should it be necessary for delivery to the Customer, FIMER will request an export license from the competent national authorities but only after the Customer has provided FIMER with all the documentation required to support the license request. The Customer is required to provide such documentation within a reasonable period of time. Any delay in issuing this license will result in the suspension by FIMER of the services provided for in the Agreement. In case an export license is not issued or is issued but subsequently revoked by governmental authorities, the Agreement may be cancelled by FIMER without the possibility of making any claim for compensation to FIMER as a result of said cancellation. The Customer is required to provide FIMER with a letter of guarantee for export control or an end user declaration in

the form that FIMER shall deem appropriate. Throughout the duration of the Agreement, the Customer also agrees not to export, re-export or otherwise transfer the Supply, either directly or indirectly, to any country, legal person or natural person subject to restrictions under national or multilateral sanction programs. The Supply of Products intended for export, in the case of non-Italian Customers, shall be possible only after the necessary authorization has been obtained from the competent governmental authorities. FIMER will have the right to refuse to deliver the Products to a carrier not approved by FIMER if the delivery is arranged by the Customer.

17. EXPRESS CANCELLATION CLAUSE

In accordance with Article 1456 of the Italian Civil Code, FIMER may terminate the Agreement upon the occurrence of any of the following events: - non-payment by the Customer by the terms agreed in the Price and/or the relative variations of the same foreseen at Article 4 of these Terms and Conditions; - non-compliance with Article 21 entitled "Business Ethics"; - non-compliance with Article 24 entitled "Activities at the Customer's premises – safety at work" and the provisions in matters of occupational health, safety and hygiene, and environmental protection, with specific but not limited reference to Legislative Decree no. 81/2008, as amended; - failure to respect the limitations and obligations envisaged at Article 18 entitled "Export Control"; - non-compliance with the provisions of Article 18 "Intellectual Property Rights". FIMER shall notify the Customer of its intention to terminate the Agreement with formal notification by registered mail. The termination of the Agreement will be effective from the date of receipt by the Customer of such a letter.

18. INTELLECTUAL PROPERTY RIGHTS

The Parties do not grant each other the right to exploit their brands, commercial names or other denominations (or those of their respective Corporate Groups) in any type of publication, including advertising, without the prior written consent of the other proprietor Party. Each Party grants the other only the licenses and rights expressly specified in the Order Confirmation. All data, information, documents, as well as the intellectual property rights whether registered or not (hereinafter collectively indicated as the "Documentation"), in whatever form transmitted, remain the sole and exclusive property of FIMER and are supplied to the Customer only for the performance of the Agreement. The Customer shall not use the Documentation received for reasons other than those foreseen under the Agreement; the Customer shall not communicate to third parties, reproduce or license the Documentation received without the explicit prior written authorisation of FIMER. The Customer

shall return the Documentation received to FIMER along with all copies (if any) upon simple request from FIMER whenever the said Documentation is no longer necessary for the performance of the Agreement and/or of for the use of the Supply, except as otherwise agreed by the Parties. If the Customer intends to use the Documentation provided and the relevant Supply to incorporate the same in other goods/documents, the Customer shall be responsible to ensure that in the use to be made thereof, the industrial property rights of third parties are not breached and exclusively assumes full liability for the consequences deriving from any possible violations, keeping FIMER fully indemnified from/for all kind of liability. In any case, if the Agreement is executed by FIMER on the basis of the Customer's specific technical documentation, FIMER assumes no liability for any eventual violation of the industrial property rights of third parties and the Customer shall keep FIMER fully indemnified from/for of all kind of liability.

19. CODE OF CONDUCT

FIMER has adopted a Code of Conduct known as "FIMER Code of Conduct", which is available at: www.fimer.com. All relationships with FIMER and its personnel must comply with this Code of Conduct.

20. DATA PROTECTION

FIMER recognizes that, on the basis of, and in compliance with the applicable law on personal data protection, all data provided by the Customer shall be exclusively processed for the purposes described in the information note on personal data processing, available on the FIMER web site: www.fimer.com.

21. GOVERNING LAW AND JURISDICTION

The Agreement is governed by Italian law. Any dispute regarding the validity, interpretation, execution and/or termination of the Agreement, the Terms and Conditions, the Order and/or the Order Confirmation shall be referred to the exclusive jurisdiction of the Court of Arezzo, Italy. In any case, the Vienna Convention on Contracts for the International Sale of Goods of 1980 shall not apply to the Agreement.

22. WITHDRAWAL

FIMER has the right to withdraw from the Agreement upon the occurrence of any of the following events: - changes in Customer's ownership or structure; - within thirty (30) days after an event of force majeure in accordance to Article 10 "Force majeure". In the case of termination, the Customer shall return to FIMER the designs, drawings and technical documentation owned by the latter, with no right to indemnity or compensation of any kind. FIMER shall notify the Customer of its intention to withdraw from the Agreement by sending a registered letter. Termination shall be effective from the date of receipt of such notice.

23. EXECUTION OF ORDINARY AND SPECIAL MAINTENANCE

The activities of installation, commissioning rollout, maintenance and repair may be executed solely by FIMER personnel or by personnel adequately trained and authorised by FIMER in compliance with all safety rules. Where FIMER is not engaged for the installation, commissioning roll out, maintenance and repair work, FIMER cannot, in any way guarantee that the Products supplied by FIMER are fit for use.

24. ACTIVITIES AT CUSTOMER'S PREMISES - SAFETY AT WORK

In the case of activities at Customer's premises, the Customer is required to provide to FIMER with all the following: - the full safety of the plant at Customer's premises and/ or of the Customer site at which FIMER activities are to be undertaken; - free access, sufficient space as well as, in general, whatever may be necessary and possible, so that FIMER may perform its duties and, in particular, the supply of electrical power and the availability of lifting equipment for the use of the equipment necessary for the execution of the activities at Customer's premises. The Customer shall also give FIMER prior notice of all the risks present in the work area and implement and guarantee all related and necessary prevention and protection measures and the emergency plans, so that FIMER personnel is not exposed to the said risks and dangers and so that health and safety at work is adequately safeguarded. The Customer shall notify FIMER in writing, in the name of its Safety Manager responsible for the activities to be undertaken and responsible to meet the FIMER personnel before the beginning of the operations. In the interest of both Parties and in order to provide safe working conditions, before activity begins the Customer must provide FIMER personnel with all information regarding the Customer and the safety conditions in the areas and of the plant where they are to work. FIMER personnel may refuse to begin the activities until they are adequately informed on the safety conditions. In any case, it is the Customer's duty to prevent FIMER personnel from accessing the Customer's site and the relative plant until full completion of all the operations intended to assure the absolute safety of work on the plant or part of the plant involved in the operations. FIMER operations shall always be performed with the continuing assistance of the Customer's expert personnel and with the use of all protection devices, including special equipment suitable for safeguarding health and safety. In the case of accident or injury to FIMER personnel, the Customer shall grant FIMER free access to the accident site to ascertain the relevant cause(s).



25. ITALIAN LAW 136/2010

Before the signature of the Agreement, the Customer shall inform FIMER if the Agreement itself is subject to the provisions of the Italian Law 136/2010 and subsequent amendments and integrations. In this case, before the signature of the Agreement, the Customer shall notify to FIMER the so called Codice Identificativo di gara (GIC) and, if required, the so called Codice unico di progetto (CUP). Furthermore, in this or time) and/ or if any consequences whether directly or indirectly resulting out of, or in connection with COVID-19 lead to delays in delivery of the Products and/or in performance of the Services or otherwise affect FIMER’s contractual obligations or duties, an equitable adjustment to the Agreement must be made – as notified and based on documentation provided by FIMER - to (i) the date of delivery or completion, (ii) the price, which must be increased to compensate FIMER for any increase in costs, or (iii) any other FIMER’s commitments or obligations, taking into account the impact of such measures advised or taken by the WHO, authorities, business partners or FIMER protecting or intending to protect the health and safety of humans and/or to prevent or mitigate any health risk. The Customer case, whatsoever financial transfers relevant to the Agreement performance shall: i) be done exclusively through bank or postal transfer or through Ri.Ba. (electronic bank receipt) ii) be identified by the GIC code and, if required, by the CUP code CUP. The Customer is hereby acquainted that, in the absence of the above information within the abovementioned deadline. FIMER shall be unable to fulfil the obligations provided for by Italian Law 136/2010 in respect both of the Customer and of the subcontractors eventually utilized by FIMER to perform the Agreement with the Customer. The Customer shall be the sole responsible for any consequences deriving from the absence of the above information within the abovementioned deadline and shall indemnify and keep FIMER harmless from any damages or consequences.

26. COVID-19 CLAUSE

If, during the term of the Agreement, there are any measures (including, without limitation, controls, restrictions or other measures) taken by competent authorities, by FIMER and/or others in connection with the outbreak of a Coronavirus (commonly known as COVID-19) or any mutation of such virus which directly or indirectly affect (such as, without limitation, in the country in which the agreement is performed and/or in any other country where labour, goods, materials or equipment required for the performance of the agreement are sourced, manufactured, assembled, exported from

or travel through) the performance of the Agreement (including but not limited to cost and/ or time) and/ or if any consequences whether directly or indirectly resulting out of, or in connection with COVID-19 lead to delays in delivery of the Products and/or in performance of the Services or otherwise affect FIMER’s contractual obligations or duties, an equitable adjustment to the Agreement must be made – as notified and based on documentation provided by FIMER - to (i) the date of delivery or completion, (ii) the price, which must be increased to compensate FIMER for any increase in costs, or (iii) any other FIMER’s commitments or obligations, taking into account the impact of such measures advised or taken by the WHO, authorities, business partners or FIMER protecting or intending to protect the health and safety of humans and/or to prevent or mitigate any health risk.

The Customer

[date, stamp and signature]

According to Article 1341 of the Italian Civil Code, the following clauses are specifically accepted and approved:

- 2 Structure of the Agreement
- 3 General Terms
- 6 Delivery Schedule
- 7 Delivery – packaging – Shipment and Trasport
- 8 Liquidated damages /Delays in delivery
- 11 Tests
- 13 Warranties - Claims
- 14 Suspension of Deliveries
- 15 Limitation of liability
- 16 Export control
- 18 Intellectual Property Rights
- 21 Governing Law and Jurisdiction
- 22 Withdrawal
- 23 Execution of Ordinary and Special Maintenance
- 24 Activities at Customer’s Premises - Safety at Work
- 25 Italian law 136/2010
- 26 Covid-19 clause

The Customer

[date, stamp and signature]

Table 1: Warranty Terms and Conditions (not applicable for PVS-175 Inverters)

Definition	Inverter		Accessories (REACT 2 batteries not included)
	STANDARD Manufacturer's Warranty	ASSURE Manufacturer's Warranty	ASSURE Manufacturer's Warranty
Default duration (years)	5 (10*)	5 (10*)	2
Extended duration (total years; must be purchased within a period of 12 months of Inverter's date of purchase)	10(*)	10 (*)	No extension
Costs related to repair material and labor at the Repair Center	Included	Included	Included
Removal and re-installation costs (see Terms and Conditions in the description)	Not included	Included	Not included
Replacement product parameter setting	Not included	Included	Not included
Shipping costs for the return of the faulty unit (to the destination indicated by FIMER)	Not included	Included	Not included
Costs related to the shipping of the repaired (or replacement) unit to the Customer	Not included	Included	Not included
Early replacement unit (where technically possible; alternatively, on-site repair)	Not included	Included	Not included
Technical Service Toll-free number	See FIMER web site	See FIMER web site	See FIMER web site
Actual availability (percentage)	Not included	Not included	Not applicable
Preventive maintenance	Not included	Not included	Not applicable
"Ready for shipment" notice following acceptance of the claim, subject to the availability of the material	Generally 10 working days from the time the FIMER Repair Center receives the Inverter	Generally 5 working days	Generally 15 working days from the time the FIMER Repair Center receives the Inverter
Available	World-wide	See list in Section 3	World-wide

(*): For Model UNO DM Inverter, the Warranty Plans have duration of 10 (ten) years as of the date of purchase by the Customer, and may in no case exceed a maximum period of 126 (onehundred-twenty-six) months from the date of the shipment from the factory provided that the serial number of the inverter is registered by the Customer on the following FIMER web site: <https://www.fimer.com/unowarrantyextension>. The Warranty cannot be extended beyond 10(ten) years.

Table 1a: Warranty Terms and Conditions (applicable for PVS-175 Inverters only)

Definition	PVS-175 Inverter	PVS-175 Inverter
	STANDARD “+” Manufacturer’s Warranty	ADVANCED Manufacturer’s Warranty
Default duration (years)	5	5
Extended duration (total years; must be purchased within a period of 12 months of Inverter’s date of purchase)	10	10
Costs related to repair material and labor at the Repair Center	Included	Included
Removal and re-installation costs (see Terms and Conditions in the description)	Not included	Not included
Replacement product parameter setting	Not included	Not included
Shipping costs for the return of the faulty unit (to the destination indicated by FIMER)	Not included	Included
Costs related to the shipping of the repaired (or replacement) unit to the Customer	Included (*)	Included
Early replacement unit (where technically possible; alternatively, on-site repair)	Not included	Included
Technical Service Toll-free number	See FIMER web site	See FIMER web site
Actual availability (percentage)	Not included	Not included
Preventive maintenance	Not included	Not included
“Ready for shipment” notice following acceptance of the claim, subject to the availability of the material	Generally 10 working days from the time the FIMER Repair Center receives the Inverter	Generally 5 working days
Available	World-wide	See list in Section 3

(*) Incoterms duties and duty clearance costs are not included

Table 2: Warranty Terms and Conditions for Batteries (excluding Batteries installed in Germany) and Relevant Definitions

Definition	Battery	Battery	Battery
	BASE Manufacturer's Warranty	STANDARD Manufacturer's Warranty	ASSURE (5 ASSURE + 5 STANDARD) Manufacturer's Warranty
Default duration (years / cycles)	2	10 years / 3650 cycles	10 years / 3650 cycles
Extended duration (total years)	Cannot be extended	Cannot be extended	Cannot be extended
ASSSURE Service level 5th through 10th year Must be purchased together with the Warranty Extension for the REACT 2 Inverter.	Cannot be extended	Cannot be extended	Can be extended
Costs related to repair material and labor at the Repair Center	Included	Included	Included
Removal and re-installation costs (see Terms and Conditions in the description)	Not included	Not included	Included for the first 5 years (1825 cycles)
Replacement product parameter setting (manual restoring of previous parameter setting)	Not included	Not included	Included for the first 5 years (1825 cycles)
Shipping costs for the return of the faulty unit (to the destination indicated by FIMER)	Not included	Not included	Included for the first 5 years (1825 cycles)
Costs related to the shipping of the repaired (or replacement) unit to the Warranty Holder	Not included	Not included	Included for the first 5 years (1825 cycles)
Early replacement unit (where technically possible; alternatively, on-site repair)	Not included	Not included	Included for the first 5 years (1825 cycles)
Technical Service Toll-free number	See FIMER web site	See FIMER web site	See FIMER web site
Actual availability (percentage)	Not included	Not included	Not included
Preventive maintenance	Not included	Not included	Not included
"Ready for shipment" notice following acceptance of the claim, subject to the availability of the material	Generally 10 working days from the time the FIMER Repair Center receives the Battery	Generally 10 working days from the time the FIMER Repair Center receives the Battery	Generally 10 working days
Available	Thailand	Australia, Belgium, Czech Republic, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Poland, Portugal, Spain, Switzerland and United Kingdom.	Australia, Belgium, Czech Republic, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Poland, Portugal, Spain, Switzerland and United Kingdom.

Cycle: refers to the energy discharged during an effectively produced energy cycle, divided by the rated capacity of the module
 Battery efficiency: refers to the Residual Capacity; this CANNOT be lower than 60% (based on the Battery unit level); in case FIMER confirms this value, the Customer will be entitled to the module and/or Try for the repair/replacement provided for by the Warranty
 Residual Capacity: actual capacity of the Battery in relation to the Rated Capacity

In order to properly determine the Residual Capacity of the Battery, the following test must be conducted in an environment characterized by a temperature of +23 °C (tolerance ±5 °C):

the Battery must be completely discharged following the standard discharge conditions (C/3) and left idle for 1 day

- the Battery must be charged with constant current C/3 (C refers to the rated capacity [Ah] of the Battery); once maximum operating voltage is reached, it must be charged at constant voltage
- Keep the charge at constant voltage until the current drops below C/20
- Leave it idle for 10 minutes
- Discharge the Battery through C/3 constant current until the cut-off voltage is reached (minimum operating voltage); this operation will allow the Residual Capacity of the Battery to be measured.

Table 2a: Warranty Terms and Conditions for Batteries installed in Germany

Definition	Battery	Battery
	STANDARD Manufacturer's Warranty	ASSURE (5 ASSURE + 5 STANDARD) Manufacturer's Warranty
Default duration (years / cycles)	10 / 5,892 (*)	10 / 5,892 (*)
Extended duration (total years)	Cannot be extended	Can be extended
ASSSURE Service level 5th through 10th year Must be purchased together with the Warranty Extension for the REACT 2 Inverter.	Cannot be extended	Can be extended
Costs related to repair material and labor at the Repair Center	Included	Included
Removal and re-installation costs (see Terms and Condi- tions in the description)	Not included	Included for the first 5 years /2,946(*)
Replacement product parameter setting	Not included	Included for the first 5 years /2,946(*)
Shipping costs for the return of the faulty unit (to the desti- nation indicated by FIMER)	Not included	Included for the first 5 years /2,946(*)
Costs related to the shipping of the repaired (or replace- ment) unit to the Customer	Not included	Included for the first 5 years /2,946(*)
Early replacement unit (where technically possible; alterna- tively, on-site repair)	Not included	Included for the first 5 years /2,946(*)
Technical Service Toll-free number	See FIMER web site	See FIMER web site
Actual availability (percentage)	Not included	Not included
Preventive maintenance	Not included	Not included
"Ready for shipment" notice following acceptance of the claim, subject to the availability of the material	Generally 10 working days from the time the FIMER Repair Center receives the Battery	Generally 10 working days
Available	Germany	Germany

(*) FIMER guarantees that the Batteries will have a minimum Residual Capacity of 80% (eighty percent) of the rated energy, either (i) for a period equal to 10 (ten) years from the date of shipment of the Battery, or (ii) up to the moment in which the energy discharged reaches 5,892 (five thousand, eight hundred and ninety-two) MWh