

## General terms and conditions of sale

### 1. Basis and purpose of these general terms and conditions of sale

- a) These terms and conditions of sale (the "Terms") are terms and conditions between you (you) and Solexis SA, a limited company incorporated under the laws of Switzerland, having its registered office at Route du Bois de Finges 21, 3960 Sierre, Switzerland (Solexis). These Terms govern the supply by Solexis of all its products and services, in particular in the fields of building envelope and solar energy.

The products supplied by Solexis (the Products) include in particular:

- i) Photovoltaic products, such as photovoltaic panels;
- ii) Products required for or relating to photovoltaic installations, such as inverters and micro micro-inverters, energy storage systems and batteries, monitoring modules and consumption modules.
- iii) Heating systems, such as heat pumps, boilers and heaters.
- iv) Products related to electric mobility, such as charging stations, solar car parks and electric bicycle and electric bicycle shelters.
- v) Mechanical substructures.
- vi) Electro-technical accessories.

The services provided by Solexis (the Services) include in particular:

- i) Study services, such as feasibility studies, engineering services, design and sizing, production production simulation and profitability analyses.
  - ii) Project management services, such as assistance with administrative procedures administrative procedures, grant applications, site supervision and management of calls for tenders.
  - iii) After-sales service; and
  - iv) Training services, including specialisation and further training.wie Machbarkeitsstudien, Ingenieurdienstleistungen, Design und Dimensionierung, Produktionssimulationen und Wirtschaftlichkeitsanalysen;
  - v) Projektmanagementdienstleistungen, z. B. Begleitung bei Behördengängen, Beantragung von Fördermitteln, Bauüberwachung und Verwaltung von Ausschreibungen;
  - vi) Kundendienst; und
  - vii) Ausbildungsdienstleistungen, einschließlich Spezialisierung und Weiterbildung.
- b) In addition to the specific situations listed in Clause 1(a), these Terms also contain general provisions that apply generally to the legal relationship between Solexis and you (Clause 4).
- c) These Terms supplement and apply in full to all written quotations and offers. By signing an offer or quotation from Solexis, you declare that you have read and accepted these Conditions. In the event of any conflict between the provisions of Solexis' offers and quotations and these Conditions, the provisions of the offers and quotations shall prevail.
- d) In no event will any terms and conditions (including your contractual terms and conditions) other than these Terms apply to the contractual relationship between Solexis and you unless otherwise agreed in writing.

## 2. Sale of Products and Services

### 2.1. Offer and conclusion of contract

- a) All offers of Products and/or Services on the Solexis website or elsewhere (catalogues or other documentation of Solexis) are without obligation. Consequently, all indications regarding price, appearance, technical description and so forth are only indicative and non-binding and may be changed by Solexis at any time and at its sole discretion.
- b) Solexis is only bound by its explicit offers addressed specifically to you. Unless otherwise specified, such offers are binding on Solexis for a period of thirty (30) calendar days from the date of issue of the offer.
- c) A sales contract for Products or an agency agreement for Services is deemed concluded when Solexis sends you an order confirmation by e-mail, post or any other means. Solexis reserves the right to refuse to enter into a contract without giving reasons.
- d) Any cancellation of an order or retraction may be refused by Solexis without cause, subject to any mandatory right under the Swiss Code of Obligations. If Solexis accepts the withdrawal or cancellation of the order, Solexis will withhold 10% of the order price to cover the costs of cancelling the order. In addition, Solexis reserves the right to claim damages in excess of this flat-rate cancellation fee.

### 2.2. Product returns

- a) Notwithstanding Clause 2.1(d) above, Solexis may, at its sole discretion, grant a right of return for cash on delivery in respect of the Products.
- b) If Solexis accepts your request, the Products will only be taken back on condition that they are in their original packaging, have never been used and are strictly in the same condition as when received by you. Solexis reserves the right to refuse the return at its sole discretion, in particular if the above conditions are not met. Any returns sent but not accepted by Solexis will be returned to you at your expense and risk.
- c) If Solexis accepts the return, a handling fee equivalent to 10% of the original value of the goods, but at least CHF 75, will be charged to cover the associated administrative costs. In addition, you will be responsible for the risks and costs, in particular those related to transport, of returning the products.

## 2.3. Credit Notes

- a) Credit notes issued by Solexis are valid for a period of twelve (12) months from their date of issue. Beyond this period, they expire automatically and can no longer be taken into account, either in full or in part, when paying invoices.  
It is the responsibility of the beneficiary to monitor the validity of their credit notes and ensure their deduction before they expire. Solexis has no obligation to notify its expiry date.  
To be deducted, a credit note must be applied at the time of payment of invoices, according to the conditions defined by Solexis, in accordance with these general conditions of sale.
- b) Solexis credit notes are strictly intended for the exclusive use of the beneficiary company and are non-transferable. They can only be used to deduct their amount from the payment of invoices relating to products or services provided by Solexis.  
They are exclusively applicable to transactions carried out directly with Solexis and cannot be subject to reimbursement, exchange or conversion into any other form of compensation.  
If a credit note is applied to an invoice whose amount is less than its value, the remaining balance may be used for subsequent deductions, subject to compliance with the twelve (12) month validity period. Once this period has expired, any residual value will be considered lost.

## 2.4. Prices and terms of payment

- a) The prices in force are those prevailing on the day of delivery of the Products or provision of the Services and are without obligation on the part of Solexis. Split deliveries will be invoiced at the daily price. Prices are net, exclusive of taxes, in Swiss francs (CHF) ex works of the manufacturer, ex Solexis warehouse located in CH-3960 Sierre (EXW) or any other place agreed upon by the parties. Statutory taxes (VAT, etc.) are invoiced in addition. Packaging, insurance and transport costs are invoiced in addition. Unloading costs are borne by the recipient. All prices are non-binding and subject to change without notice.
- b) You acknowledge that certain costs may be added to the sale price of the Products or supply of the Services, such as, but not limited to, value added tax (VAT), shipping costs, customs duties, etc. You understand and agree that Solexis has no influence on these costs. You understand and agree that Solexis has no control over these costs.
- c) Solexis reserves the right to modify its prices, in particular for reasons such as additional costs resulting from price increases by its suppliers, raw materials or any other product or service.
- d) Solexis reserves the right to issue invoices exclusively in electronic form and retains full discretion as to the methods of payment accepted.
- e) The full price, including all related charges (such as those referred to above in Clause 2.3(b)) must be credited to and received by Solexis no later than the last day of the specified payment period. On expiry of the said payment period and in the absence of payment of the full price as set out above, you will automatically be in default and will owe default interest of 5% per annum. Solexis reserves the right to stop all deliveries and services pending full settlement of the debt.
- f) You do not have the right to offset your receivables against your payment obligations to Solexis.
- g) You are responsible for verifying the accuracy of each Solexis invoice upon receipt. If you dispute all or part of an invoice, you must notify Solexis in writing within ten (10) days, stating the reasons for the dispute and the amounts involved. After this period, without valid written notification, the invoice will be deemed to have been accepted without reservation in its entirety.

## 2.5. Delivery of Products, transfer of risk and force majeure

- a) Agreed or announced delivery dates are provided for information purposes only and are not binding on Solexis. By way of example, delays in the delivery of Products are possible due to events of force majeure (natural disasters, strikes, pandemics, government intervention, etc.), delays at Solexis' suppliers, insufficient stock at Solexis or its suppliers or other reasons. Any late delivery, delay in relation to an agreed or announced delivery date will not give you any additional rights under these Conditions, such as but not limited to a right to claim damages or to withdraw from the contract.
- b) Solexis may opt for partial deliveries at its sole discretion. In addition, Solexis reserves the right to restrict the countries and territories to which it delivers Products. In the event of force majeure lasting more than two (2) weeks or making the performance of Solexis' obligations unusually complicated or impossible, Solexis may, at its sole discretion, withdraw from the contract with you, in return for a refund of the price already paid and (in the case of partial delivery) the return of any Products already received in their condition at the time of dispatch.
- c) Products are delivered by the means agreed when you place your order. You bear all risks from the moment Solexis dispatches the Products or when they leave the Solexis warehouse.
- d) If, for one or more reasons such as strikes, work on the access road or any other non-controllable reason, Solexis cannot deliver the goods to the address indicated on the order, a new location must be agreed between the parties. Solexis reserves the right to charge the price of transport and storage of the goods while waiting for a new delivery location to be found. If a second delivery attempt is unsuccessful, the price of the goods will be due.
- e) If, during the week preceding delivery of the goods, you decide to delay delivery or change the content of the goods, Solexis reserves the right to charge additional storage and labor costs. For services, Solexis may invoice you for costs already incurred at that time.
- f) You undertake to check the Products delivered immediately upon receipt. If defects or non-conformities are found, you must notify Solexis in writing within 5 working days of receipt of the Products, enclosing a copy of the delivery note or mentioning the delivery note number and, if possible, photographs of the damage or non-conformities found. In the absence of valid written notification to Solexis within this period, the Products will be deemed to conform to the order and accepted unreservedly in their entirety.

## **2.6.      Reservation of ownership**

- a) Delivered Products remain the property of Solexis until full payment of the agreed price, including additional costs and interest. Until this date, they may not be pledged, sold, leased or otherwise disposed of without the express permission of Solexis. Solexis is entitled to register its retention of title in any relevant register. In this context, you undertake to notify Solexis without delay of any change of domicile/registered office and of any claim by a third party to the Products subject to retention of title.
- b) If you are unable to pay the full purchase price, Solexis is entitled to take back the delivered goods at your expense, without automatically having recourse to the right to withdraw from the contract. All other legal rights are reserved.
- c) Resellers are permitted to sell Products subject to retention of title in their own name as part of a normal commercial transaction. In this context, the reseller assigns to Solexis its rights arising from resale operations as a guarantee of payment of the price of the Products. The reseller is only authorized to collect the price of Products from its customers if it has correctly fulfilled its payment obligations to Solexis. The reseller undertakes to retain title to the Products until the full price of the Products has been paid to Solexis.

## **2.7.      Staff allocated to carrying out Services**

- a) Solexis assigns the appropriate personnel to perform the Services based in particular on the nature of the Service, the schedule and the availability of personnel.
- b) Solexis will endeavor, but is not obliged, to take into account your request for specific personnel (person or number of personnel allocated).

## 3. Guarantee and duty of care

### 3.1. Notice of defects and warranty on Products

- a) For Products manufactured by third parties, no warranty is given by Solexis. However, Solexis assigns to you the factory and manufacturing warranty rights that it itself holds with respect to the manufacturers of the Products delivered or installed. This assignment releases Solexis from any warranty on Products manufactured by third parties. Even in the event of the bankruptcy or disappearance of the manufacturer, you cannot take legal action against Solexis.
- b) For Products manufactured by Solexis, warranty claims due to defects in these services (excluding Products manufactured by third parties) become statute-barred after two years, including for movable works integrated into a building, from delivery of the work or, in the case of partial delivery, from delivery of each part of the work. To be valid, any notification of defects must be made without delay, i.e. within a maximum of 7 calendar days of discovery of the defect, by registered letter with acknowledgement of receipt addressed to Solexis. In the event of a warranty claim, Solexis may, at its discretion, either repair the Product free of charge, replace it (with the same product or with an equivalent of the original component) or refund it at its current market value. Repair, replacement or refund at current market value are the sole and exclusive remedies available under this warranty, to the exclusion of all other remedies.
- c) The warranty rights do not include any consequential damages (site interruption, loss of earnings, etc.), labour costs, logistics costs (transport, shipping) or costs of delivery of replacement Products, which will be borne by you.

### 3.2. Careful and diligent performance of the Services

You acknowledge that through the Services, Solexis is not bound by any obligation of result and is strictly limited to a duty of care. Consequently, you may not claim any reimbursement, damages or any other claim whatsoever if you consider that the Services have not achieved an expected objective.

## 4. General provisions

### 4.1. Limitation of liability

Solexis is liable for damages caused to the other party only insofar as they result directly from the breach of contractual obligations and only if they were caused intentionally or by gross negligence. Any other liability for direct or indirect damage is excluded in its entirety by Solexis to the extent permitted by law.

### 4.2. Advertising

You hereby agree that Solexis may from time to time send you unsolicited advertising material or newsletters about current developments in Solexis and/or its Products and Services. You may unsubscribe from these newsletters at any time (via the unsubscribe link in each newsletter or by e-mail). Once you unsubscribe, Solexis will stop sending you advertising material.

### 4.3. Divisibility

If any provision of the agreement between Solexis and you, including these Terms, is held to be invalid or unenforceable for any reason, it will be revised rather than rescinded, if possible, in order to effect the parties' intentions to the maximum extent possible. In any event, all other provisions of the agreement, including these Terms, shall be deemed valid and enforceable to the maximum extent possible.

### 4.4. Applicable law and place of jurisdiction

- a) These Terms and Conditions and all related documents (quotations, order confirmations, etc.) shall be governed by and construed in accordance with Swiss substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- b) Any dispute arising out of or in any way connected with these Terms shall be subject to the exclusive jurisdiction of the courts of the city of Sierre, Switzerland. However, Solexis reserves the right to bring proceedings against you at the place of your registered office, habitual residence or domicile.

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