

1. **Application of the terms and conditions of sale – enforceability**
These terms and conditions of sale ("TCS") apply to all transactions concluded with professional buyers, to the exclusion of all other purported terms and conditions which the Buyer may seek to impose upon the Seller whether on its documentation or otherwise, and with regard to all the products that we manufacture and sell. These terms and conditions of sale are systematically given to each buyer to allow him/her to place an order. The act of placing an order implies full and unreserved acceptance of these terms and conditions of sale and delivery. No other terms and conditions stipulated by the buyer will take precedence over these TCS, regardless of when our attention was drawn to them, unless we have formally agreed to accept them. Pursuant to currently applicable law, we reserve the right to derogate from certain clauses within these TCS, following negotiations with the buyer, details of which will be set out in Special Terms and Conditions of Sale. We also reserve the right to draw up Categorical Terms and Conditions of Sale, which derogate from these TCS, according to the type of purchaser, determined on the basis of objective criteria. In such a case, the Categorical Terms and Conditions of Sale will apply to all operators who come within these criteria.
2. **Orders – Confirmation and modification of orders**
Orders shall be regarded as final only after written confirmation has been given by the VOLTEC SOLAR sales department. No cancellation or change in any order will be considered unless made in writing at least 30 days before the scheduled delivery date, and upon the signature by the buyer of a new purchase order which will include any applicable change in prices.
3. **Delivery – Delivery Times – Risks**
Products are either delivered directly to the purchaser or delivered to a shipper or carrier at our offices.

Delivery times are given as accurately as possible, but are dependent on suppliers and manufacturing. They cannot therefore be considered as binding and shall not constitute grounds for damages, compensation or cancellation of ongoing orders.

If, however, 2 months after the indicated delivery date, the product has not been delivered for any cause other than that of force majeure, the sale may be cancelled by either party. Any down-payments will be refunded but no compensation or damages will be paid. Events constituting force majeure and releasing us from our delivery obligations include acts of war, rioting, fire, accidents, sourcing failure or the bankruptcy of one of our suppliers.

Even if the product is delivered carriage free, the risk of loss and damage to our product is transferred upon delivery of the product to the purchaser, and it is the purchaser's responsibility, in the event of damage or loss, to report the required reserves and to take any proceedings against the shippers, within the legal deadlines.

Title to our products will only be transferred to the buyer following full payment of the invoice by the buyer, irrespective of the delivery date of the said products.

In the event of damage to the packaging, the buyer undertakes to examine the packaging for any damage at the time of delivery and to inform the carrier and ourselves of the goods at the goods, this obligation extending to all goods and services that are not in conformity with the law products concerned by the delivery.
It will be up to the buyer to provide any justification as to the reality of the defects or anomalies observed and to describe precisely the content of his complaint. He shall leave us every facility to proceed to the ascertainment of these defects and to bring them to our attention remedy.
4. **Special orders**
Orders involving customized products may vary +/- 5% of delivered quantity.
5. **Reception**
Without prejudice to the provisions applicable with regard to the shipper, any claims as to visible damage or non-conformity of the delivered product compared to the product ordered or to the shipment note must be reported to us in writing, immediately and no later than 8 days following the arrival of the products. Should any damage be visible on the packaging, the buyer undertakes to examine the merchandise immediately upon delivery, and to inform both the transporter and ourselves of such damage. This obligation covers all the products in the delivery. The purchaser will be responsible for providing proof with respect to any non-compliance and/or defects and to provide a full and precise description thereof. He/she will afford us full facilities for checking the defects for the purpose of remedying them.
6. **Returns – warranty**
 1. Should the delivered products show any visible damage or nonconformity, duly confirmed by the Seller in line with the conditions set out above, the product shall be replaced without charge, but the buyer will forego any claims for compensation or damages. Product returns can only be made following prior formal written agreement between the buyer and our company. Such an agreement does not in any way constitute acknowledgement of our liability. Any product return is always made at the expense and risks and perils of the purchaser. If the replacement products exhibit similar or different defects, the purchaser may claim the right to a credit note for the corresponding amount.
 2. The terms and conditions of the VOLTEC SOLAR product and performance warranties are part of the TCS and are contained in a separate document - CGED4EN - approved and accepted by the purchaser.
7. **Industrial property**
Our company retains the title to all industrial property rights relating to products delivered to the purchaser. The purchaser, therefore, undertakes

not to disclose or use the plans, sketches or drawings for any purposes other than those arising from the order.

8. **Prices**
The products are sold at the prices and invoicing terms applicable when the order is placed. Payment is to be made on the date of payment indicated on the invoice, without any discount, except following a special agreement with the buyer, which is stipulated on the invoice. In the event of late payment, we reserve the right to suspend any ongoing orders, without prejudice to any other course of action that our company might be entitled to take with regard to the purchaser. Any sum not paid by the payment date stated on the invoice will give rise to penalties amounting to 1,5%/month the official interest rate. These penalties will be payable upon simple request, without prior formal notice, through an extrajudicial process or registered letter. Should no payment be received within 48 hours of notice, the sale will be cancelled *ipso jure* if we think fit and this cancellation will affect not only the order in question, but also any previous unpaid orders either already delivered or about to be delivered, whether or not the payment date has been reached.
9. **Terms of payment**
Unless otherwise agreed, payments are made according to the following terms:
30 % down-payment of the order is to be made when the order is placed. This down-payment will be cashed by Voltec Solar once we have accepted the order. The balance, or 70% of the price, is payable in full once the merchandise is ready for delivery at our facility. The merchandise can only be released once full payment has been received. Any payment recovered by legal proceedings will be subject to set penalties, as provided for under article 1229 of the French Civil Code, amounting to 10% of the principal, plus late payment interest and any fees incurred as a result of the legal proceedings.
10. **Guarantees**
Any deterioration in the purchaser's credit situation shall entitle us to require guarantees or to stipulate immediate payment for goods, even when an order or service is being processed or executed. This will especially hold good in the event of any change in the client's financial situation, in their business or management team or the company's legal status or in the event of restructuring, involving, for example the sale, leasing, pledging of the company's equity or a change in the company's equity structure, where this might have an unfavorable effect on the purchaser's credit situation.
11. **Reservation of title**
We shall retain title of all products delivered until such time as full payment has been received and will therefore be entitled to repossess the products in question, should the need arise. When deliveries are made in instalments, title of delivered batches will be transferred as and when payment is received for them.

Any down-payment made by the purchaser shall be retained by us as lump-sum compensation, without prejudice to any other course of action that we may take with regard to the purchaser.

When the goods have been delivered to the purchaser, these provisions shall not prevent the transfer of liability for the loss or deterioration of goods subject to reservation of title or for any damage that they might cause.

Until the invoice has been paid in full, the purchaser must keep delivered goods separately and avoid any risk of confusion with goods of a similar type, delivered by another supplier.

The same reservation of title that the purchaser agrees to in advance also applies to any extension of payment dates granted to the purchaser

Should the purchaser fail to meet any of the payment dates, then all outstanding sums shall become due immediately and, following receipt of the letter sent by recorded delivery, the purchaser shall return to us all those goods that come under this clause.

Except when expressly stated otherwise, the return of goods thus required will not result in the termination of the contract.

The purchaser shall immediately inform the seller of any third part involvement, including seizure, the pledging of securities, etc. which might affect our rights. The purchaser must also take every step to keep and guarantee our rights with regard to the delivered goods, to which we retain title.
12. **Currency risks**
Currency risks is at Purchaser's charge.
13. **Competence – Disputes**
Any disputes relating to the order and its performance shall be settled by the courts of STRASBOURG, under the French Law
14. **Forfeiture of guarantee**
Failure to comply with the above rules will automatically result in forfeiture of the guarantee.

Sales and delivery conditions Ed1
Validity from March 12, 2020

F a b r i c a n t d e p a n n e a u x p h o t o v o l t a i q u e s