

GENERAL SALES TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES (GSTC)

Article 1 General / Scope

- 1.1 These General Sales Terms and Conditions for Supply of Goods and Services (hereinafter referred to as the "GSTC") were previously titled as the "General Terms and Conditions for Deliveries and Services". All documents referring the previous title from now on refer to this document and herein stipulated terms & conditions.
- 1.2 The GSTC shall apply to all business scenarios and transactions between BISOL Group d.o.o., BISOL Production, d.o.o., IPB, d.o.o., BISOL s.r.l., BISOL France s.a.r.l., BISOL Solar Ltd. or any other entity, subsidiary or affiliate of BISOL Group (hereinafter referred to as the "BISOL") and any buyer of BISOL's goods or services (hereinafter referred to as the "Buyer"). The GSTC shall explicitly define affairs regarding sale of all goods manufactured by or for BISOL as well as all services provided by BISOL (hereinafter together or individually referred to as the "Products") and form an integral part of any agreement or contract between BISOL and the Buyer (hereinafter referred to as the "Contract"). The GSTC shall apply exclusively for all cases, even when not expressly referenced in subsequently conducted agreements, which is well known and accepted by the Buyer.
- 1.3 The GSTC shall also apply if BISOL performs a delivery without explicitly attaching these GSTC or when BISOL does not attach these GSTC to future transactions as the case might be.
- 1.4 Any term of the Buyer, which opposes or supplements the GSTC, shall not become part of the Contract, unless BISOL has given an express consent to its validity in writing.
- 1.5 All additional agreements or agreements opposing the GSTC must be conducted between BISOL and the Buyer in writing. The same applies to a waiver of requirement for written form documentation. Rights to which BISOL is entitled beyond these GSTC pursuant to statutory provisions shall not be affected.

Article 2 Offer and conclusion of a contract

- 2.1 All offers and prices of BISOL are subject to change and are not binding unless expressly indicated as such. BISOL has the exclusive right to change or modify the Products without further notice with changes or modifications becoming effective immediately.
- 2.2 Upon receipt of an official offer (hereinafter referred to as the "Offer") submitted by BISOL, the Buyer places an official order (hereinafter referred to as the "Order") that constitutes all terms and conditions of the Offer and these GSTC. Such Order is binding for the Buyer, while it remains non-binding for BISOL until its written confirmation in a form of a pro-forma invoice or any other adequate form (hereinafter referred to as the "Order Confirmation"). BISOL and the Buyer have then concluded a mutually binding Contract established subject to and pursuant to the contents of the Order Confirmation, Offer, and the GSTC.
- 2.3 In case of BISOL's immediate implementation of the Order, the delivery of the Products at the price and other terms & conditions indicated on the invoice shall be, together with these GSTC, authoritative for the contents and establishment of the Contract.
- 2.4 The Buyer must immediately claim any justified objections to the contents of the Order Confirmation or delivered Products.
- 2.5 Any partial or full payment of a pro-forma invoice or invoice is considered as the Buyer's binding Order of the Offer indicated on the pro-forma invoice or invoice, or in case of non-existing or not specified Offer, a binding Order of items of the Products specified on the pro-forma invoice or invoice together with its terms & conditions as well as these GSTC. Any such payment constitutes the Contract between BISOL and the Buyer.

- 2.6 If on request of the Buyer, BISOL accepts any changes to the already confirmed order, lead times for the Products shall become subject to change. BISOL shall inform any such change to the Buyer and issue a new delivery date that can exceed the initial one.
- 2.7 Any contracts, amendments, supplements, and modifications of the Contract are only valid if mutually agreed upon in writing. Any subsequent request for modification requires BISOL's specific written confirmation and entitles BISOL to review the price, extend the agreed lead times, and amend terms & conditions.
- 2.8 Once the Buyer has placed the Order, BISOL is entitled to demand fulfilment of the Buyer's contractual obligations or seek compensation of damages or penalty equivalent to the minimum of 10 % of the ordered amount. BISOL is as well entitled to permanent retention of an irrevocable non-refundable down-payment.

Article 3 Description of the Products

- 3.1 Whenever the Contract refers to the Products that are subject to further technical research & development, BISOL is entitled to make deliveries in accordance with the most recent Products' specifications defined by the corresponding datasheets. Any alteration from this clause must be explicitly pre-agreed and confirmed by BISOL in writing.
- 3.2 Technical and design deviations from descriptions and information in datasheets, brochures, offers, and other written documents, as well as changes to performance, design, and material in line with technical research & development progress, shall remain the exclusive right of BISOL. The Buyer may not derive any rights in this regard. The Products' technical specifications, measurements data, colour, and similar, are merely approximate and indicative, and do not constitute guaranteed configuration, unless BISOL expressly guarantees different in writing.
- 3.3 Samples of the Products sold by BISOL are deemed to be test samples only and do not establish any guarantees with regard to the conditions of the Products, unless accompanied by an expressly written guarantee. The applicable tolerance ranges must be observed for further clarification.
- 3.4 Tolerances of values apply and it is the sole responsibility of the Buyer to request further information on them in case of relevance. All unspecified properties of the Products remain under full discretion of BISOL.
- 3.5 The Buyer carries all responsibilities for the proper selection, implementation and use of the Products, including, but not limited to, in: photovoltaic (PV) system dimensioning, static calculations, weather and environmental impacting conditions at a given location, installation according to the corresponding installation manuals, various combinations with other versatile components and products, etc.
- 3.6 Whenever BISOL acts towards the Buyer in a capacity of providing free-of-charge technical or other information or in an advisory capacity of any sort, provided that the information or advice is not part of the owed scope of performance that has been expressly agreed to by way of the Contract, BISOL is free from any type of liability towards the Buyer.
- 3.7 Whenever BISOL delivers the Products that are based on the information provided by the Buyer, it becomes the sole responsibility of the Buyer to provide the correct information and to bear all consequences and liabilities arising out of the Products' unfitness for their purpose of use in case the information was incorrect. BISOL will size up the Products based on any such information provided. When information provided is incomplete, ambiguous or unclear, the otherwise typical values shall be presumed. The Buyer is also responsible to provide information that is in correspondence with the actual real data necessary for the use of the Products.
- 3.8 The Buyer acknowledges that performance, efficiency, life-time, degradation and many other parameters of the Products depend on versatile parameters such as, but not limited to: temperature, properties of other components (such as cables, inverters, etc.) and systems (such as consumption and generation

profiles at the connection point, etc.) to which the Products are connected or linked, humidity, climate, and other environmental and other factors.

Article 4 Price and price adjustments

- 4.1 The price agreed to is precisely defined in the Contract (listed in the Offer, Order Confirmation presented in a form of pro-forma invoice or any other form, or Invoice) and shall be authoritative. All prices for the Products are based on a price list released by BISOL. The price list gets into force on the day of entering into the Contract. In the absence of a different agreement, all prices are quoted as Ex-Works (EXW) BISOL in accordance with Incoterms 2010 and include standard packaging. Costs for transport, special packaging, postage, freight, insurance, customs duties, export custom clearance and similar are not included in the price and shall always be the responsibility of the Buyer. Statutory VAT and other statutory taxes for Slovenia and abroad are listed separately on the invoice at the amounts that apply on the date the invoice is issued.
- 4.2 In the event of an increase of non-foreseeable costs related to the total costs of the Products occurring during the time the Contract has become fully implemented, which is delivery of the Products, BISOL is entitled to make reasonable changes to the prices in line with the changed circumstances. The changes are possible in all circumstances where BISOL cannot be held responsible for them, including, but not limited to, cost increases due to changes in legislation, changes in manufacturing costs, wages, raw material, tariff agreements, commodity prices, foreign exchange rates, technical standards, regulations, and similar. When any such increases result in a price increase of more than 10 % to the initially agreed price, BISOL and the Buyer shall be entitled to withdraw from the Contract.
- 4.3 In case the agreed prices turn out to be below the total costs for BISOL, the otherwise given guarantees shall not apply. Except if explicitly agreed different in writing, the same shall apply for all Products sold under special conditions such as: clearing inventories, special offers, lower grade products, and similar. Upon the Buyer's request, BISOL shall submit evidence on the cost elements.

Article 5 Payment terms

- 5.1 Payments shall be made according to the provisions of the Contract. The invoice shall be issued together with delivery of the Products. Unless expressly agreed otherwise, all payments of pro-forma invoices and invoices shall be made in Euro (EUR). In case of partial deliveries, the Buyer shall make partial payments according to the partial pro-forma invoices and partial invoices prior to the release of the corresponding delivery or according to the provisions of the Contract. Any applicable bank charges shall be borne by the Buyer.
- 5.2 If not expressly agreed otherwise in writing, the Buyer is required to submit an irrevocable non-refundable down-payment equivalent to 10 % of the total contracted amount plus the statutory VAT when applicable. The down-payment becomes due within 7 days following the submission of the Order Confirmation assumed the corresponding payment instructions are provided. The remaining 90 % of the price shall be paid upon delivery. The date on which BISOL receives the payment on its bank account shall be authoritative. The date of a release of delivery is at least two working days after the receipt of full payment. BISOL is checking its bank accounts inward remittances twice a day on every working day at 9:00 and 13:00 hours.
- 5.3 In case, for whichever reason, the Buyer annuls its order or does not pay the remaining amount due, any advance payments or partial payments shall not be returned (withdrawal money), whereas BISOL shall retain its right to demand any unpaid down-payments and other costs, damages, and penalties. BISOL shall send a notification email or other document in writing to request the settlement of the remaining payment to be done within 10 days from sending the notification.

- 5.4 In case of any late pro-forma or invoice payment, the amount recoverable by BISOL shall be automatically increased, without prior notice, by legal default interests and storage costs defined below. The Buyer is also obliged to pay the costs of reminders, while BISOL shall have the right to claim reasonable damages for all relevant recovering fees incurred due to late payment including in-house counselling fees. In cases where BISOL insures the Buyer's payment, any debt recovery services for the insured debt become financial responsibility of the Buyer, where the charges will include, but will not be limited to, any commission and handling fees on the recovery of the debt or part of the debt, legal costs for debt recovery services in respect of the insured debt, and other costs and fees arising from and incurred in relation to the debt recovery services. The day of the payment is the day when the payment arrives to BISOL's bank account. In any such event the expected delivery date can be prolonged and may exceed the initially agreed lead time.
- 5.5 After final call for payment of due pro-forma invoice or invoice, if still unsettled, BISOL can resign, in full or in part, from delivery, while keeping all its rights and demanding remedies. All the charges shall be first offset from the already received payments, with exception of the irrevocable non-refundable down-payment that shall be retained by BISOL in anyway, while the remaining amount shall be offset from the credit note released on the unpaid Products. The value of the Products for the credit note shall be calculated based on the BISOL's latest price list and shall include depreciation in the Products value from the date of their original readiness for delivery. At that time the Products may be released for availability to other customers, while the Buyer shall place a new Order to make the purchase.
- 5.6 In case the Buyer does not collect the Products that have been fully paid for and released for delivery, BISOL shall charge the Buyer for storage costs as well as for any other costs that may occur to BISOL. The arose charges shall be paid in full before the Products become ready for delivery again. If the charges are not paid in full, BISOL shall, on its own will, retain the Products in equivalent amount (evaluated based on the BISOL's latest price list including depreciation in the Products value from the date of their original readiness for delivery) in order to offset them from any unpaid charges. After final warning, BISOL shall, on expense of the Buyer, dismiss the Products into waste.
- 5.7 Any disagreements regarding pro-forma invoices, invoices, claims, credit notes or other administrative issues, shall not allow the Buyer to postpone the ultimate payment date of any due invoice.
- 5.8 Bank drafts and cheques shall only be accepted on the basis of an expressly written agreement and only as an undertaking to pay. Discount charges and other costs for drafts and cheques are at the responsibility of the Buyer. Rights of BISOL from Article 9 shall remain unaffected until all draft and cheque receivables have been fully paid for.
- 5.9 BISOL is entitled to offset the Buyer's payments against the Buyer's oldest debts. Where costs and interest have accrued, BISOL is entitled to initially apply for the payment against such costs first, then against the interest, and finally against the main amount receivable.
- 5.10 Offsets of counterclaims of the Buyer have to be mutually agreed on in writing.

Article 6 Delivery

- 6.1 Timely delivery on the part of BISOL shall be contingent on the clarification of all business related and technical issues between BISOL and the Buyer, and the Buyer having complied with all of its obligations, such as the provision of all required permits, documents, approvals, payments, etc., as precisely specified by the Contract. The lead time is deemed as being adhered to if BISOL provides on time notification on readiness for delivery.
- 6.2 Regardless of BISOL's rights resulting from the Buyer's delay, BISOL may request from the Buyer an extension of delivery date or the postponement of delivery date by at the minimum of the same amount of time by which the Buyer fails to adhere to its contractual obligations.
- 6.3 Lead time starts running only upon receipt of full down-payment for the Products.

- 6.4 Where BISOL is unable to render timely performance, it shall promptly notify the Buyer of any such delay. The Buyer is not entitled to claim any damage or compensation, except where the Buyer proves that the delay was intentional or due to gross negligence of BISOL.
- 6.5 At least two working days after BISOL has released the Products for delivery, the Products shall become ready for collection by the Buyer. A definite collection date and time (hereinafter referred to as the "Collection Date" and "Collection Time", respectively) shall be agreed in writing. Collection Date and Collection Time shall become binding when expressly noted as such by BISOL. When the Buyer is collecting the Products as Ex-Works (Incoterms 2010) BISOL, it is free to collect them on the agreed date between 11:00 and 15:00 hours.
- 6.6 BISOL shall provide appropriate standard packaging for the Products.
- 6.7 All obligations of BISOL with respect to the delivery shall be deemed to have been fulfilled by the delivery of the quantity of the Products meeting the agreed specifications. BISOL is entitled to make partial deliveries. Slight variations of the Products' quantities stipulated in the Contract are deemed acceptable. BISOL also reserves the right, without refund to the Buyer, to deliver different power class(es) of the Products than those specified in the Contract. The total power of the delivered products shall be changed accordingly and charged as per the stipulated price per unit of power.
- 6.8 Any divergence from the agreed specifications in line with the industry standards shall be deemed acceptable to the Buyer without any liability whatsoever incurred by BISOL.
- 6.9 Any defects in packaging or the Products and/or differences in quantity shall be noticed immediately upon arrival and unloading, and precisely marked on the CMR or other equivalent form. The form has to be signed off by the Buyer as well as the carrier.
- 6.10 BISOL shall not be liable for delivery delays, loss, damage, injury, failures in performance of the Contract, default in delivery or any other default arising out of or resulting from causes beyond its control (Force Majeure). The same shall apply for all other events that were not foreseeable at the time the Contract was concluded. Such causes include, but are not limited to, acts of God, acts of the Buyer, acts of the Government or the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, legal lock-outs, business disruptions of all kinds, freight embargos, severe weather, disruptions in obtaining raw materials or energy, transport delays, changes in foreign exchange rates, lack of labour, any kind of official measures, missing, incorrect, non-timely or default supplies from suppliers, and similar. Insofar as such events make delivery or performance very difficult or impossible for BISOL, and the hindrance is not merely temporary, BISOL is entitled to withdraw from the Contract or to suspend the performance of the Contract. In cases of temporary hindrances, times for deliveries and performance shall be extended or delivery or performance dates shall be postponed by the time of the hindrance, plus a start-up period. In case of delay in performance of BISOL due to Force Majeure, the Buyer shall honour its obligations agreed by the Contract as soon as BISOL is able to perform. If during or after Force Majeure or any other similar cause BISOL is unable to produce sufficient Products to meet all demands from its customers, BISOL shall have the right to allocate the Products among its customers in any manner which BISOL may determine to be equitable. Events of Force Majeure or other events that were not foreseeable at the time the Contract was concluded shall not give rise to any compensation or penalty from BISOL.
- 6.11 BISOL is entitled to suspend any delivery under the agreed purchase order if the Buyer is reasonably expected not to be able to fulfil its obligation, e.g., pay for the ordered products. In case of a delivery suspension, any agreed delivery date shall be postponed at the least by the time equal to the suspension period. If the delivery suspension lasts for more than thirty (30) days and the Buyer does not provide BISOL with adequate securities, BISOL is entitled to terminate the Contract. In any such event, BISOL is entitled to charge all other costs, damages, and penalties it might suffer from, like storage costs, financial costs, consulting costs, etc., as well as to withdraw from the Contract and retain all the received payments as withdrawal money.
- 6.12 If delivery or collection is delayed at the Buyer's request or the reasons on the Buyer's side, BISOL can charge all other costs, damages, and penalties it might suffer from, like storage costs, financial costs,

consulting costs, etc., as well as to withdraw from the Contract and retain all the received payments as withdrawal money.

- 6.13 The Buyer shall pay any storage costs incurred by BISOL, which shall amount to 1 % of the total price of the Contract for every month started, whereas the minimum monthly amount shall not fall below 200 EUR. The start of the first month is fourteen (14) days after BISOL informs the Buyer on readiness for delivery. If the delay exceeds more than two months, BISOL may withdraw from the Contract and retain all the received payments as withdrawal money, as well as to charge all other costs, damages, and penalties.

Article 7 Transport and logistics

- 7.1 Whenever the Contract for delivery of goods stipulates transport and logistics as an individual item that shall be organised by BISOL, or they are ordered at BISOL additionally or separately, all transport and logistics services shall be considered as additional and separate services, unrelated to delivery of the goods and not affecting their lead times, delivery dates and other related risks, including the transfer of risk. In all aspects, the trading terms for the goods shall remain unaltered and as initially agreed upon, while transport and logistics shall be considered as unrelated services subject to different and separate terms & conditions. Any such terms & conditions are based on an appointed forwarding company and depend on the associated transport and logistics costs. The level of services requested by the Buyer will reflex the total costs for the transport and logistics, which means that the price will be condition on, including, but not limited to, the total insured value, tracking services, ease of communication, accessibility, uploading and unloading services, etc. The transportation and logistics are insured by the appointed forwarding company, which is solely responsible for the goods in transit and is in accordance with every time valid professional standards subject to its own terms & conditions. Transport and logistics services can be invoiced separately or added to the invoice for the goods.
- 7.2 Transportation and logistics services shall be paid in full prior to the initial loading. After receiving full payment, BISOL has three working days to organize the transport and to inform the Buyer of the expected arrival date of the goods to the final destination. In case of the Buyer's delayed payment, for the goods (the Products in general) or the transport and logistics services, BISOL has the right to withdraw from providing the transport and logistics services at any time and charge the Buyer for the established costs.
- 7.3 BISOL's liability is strictly limited to intentional or grossly negligent actions with regard to the respective selection of the forwarding company.
- 7.4 As the case might be, BISOL is entitled to transport and store the Products in interim storage at the cost and risk of the Buyer.

Article 8 Place of fulfilment and transfer of risk

- 8.1 Delivery of the goods shall be made Ex-Works (EXW) BISOL, Latkova vas, Slovenia, according to the Incoterms 2010. Delivery of services shall be made according to the Contract.
- 8.2 The risk of incidental loss, deterioration or destruction of the Products shall be transferred to the Buyer at the time and place of delivery according to the trading terms for the goods (excluding delivery to the final destination referenced and stipulated in Article 7).
- 8.3 Whenever a delivery is delayed due to circumstances on side of the Buyer, the risk of incidental loss, deterioration or destruction of the Products shall be transferred to the Buyer on the day BISOL notifies the Buyer about the Products' readiness for delivery.

Article 9 Retention of title

- 9.1 The delivered products shall remain the exclusive property of BISOL until such time as all claims to which BISOL is entitled against the Buyer as a result of the business relationship have been paid in full, e.g., invoices, interests for late payment, as well as any other payments including cheques and similar.
- 9.2 The Buyer is required to treat the Products being subject to retention of title with professional care for the whole duration of retention period. The Buyer has no right to alter, modify or otherwise amend the labelling on the packaging and the Products and is in general not allowed to modify the means of identification of the Products. If the Buyer has not identified the Products separately, BISOL shall have the right to repossess any products of the same type and of the same quality still found to be in the inventories of the Buyer up to the value of the Products for which the payments have not been received, or to require the reimbursement of the Products and to cancel any future deliveries.
- 9.3 For the duration of the retention period, the Buyer shall be required to provide sufficient insurance for the Products at its own expenses and for the full replacement value. The Buyer hereby assigns to BISOL all damage compensation claims from the insurance and shall immediately notify the insurance company of the assignment. BISOL's subsequent claims shall not be affected.
- 9.4 If the Buyer in the course of its normal business activities transforms, incorporates or assembles the Products, BISOL shall be deemed to become the owner of such products. The products resulting from the transformation, incorporation or assembly shall thus automatically be transferred by the Buyer to BISOL as a guarantee for the original claim of BISOL.
- 9.5 The Products subject to the retention of title may only be sold by the Buyer in line with its ordinary business operation and only if the Buyer provides an adequate security to BISOL (e.g., bank guarantee or similar other securities) and provides BISOL with all the information regarding the new buyer and the final destination of the Products.
- 9.6 The Buyer is not entitled to pledge, transfer as a security or take other measures that would endanger BISOL's ownership with regard to the Products that are subject to the retention of title.
- 9.7 The Buyer hereby assigns the claims from the resale of the Products to its buyers, complete with all ancillary rights, to BISOL. The claims are in proportion to the share of the corresponding co-ownership if BISOL owns a portion of the delivered products subject to retention of title. This is regardless of whether the Products subject to retention of title are sold without or after further processing.
- 9.8 In the event the Buyer is in payment default, bankrupt or otherwise insolvent or in the event of a winding up of the Buyer, BISOL shall be entitled to withdraw from the Contract and claim damages, without prejudice to BISOL's other rights. The Buyer must permit BISOL, or a third party designated by BISOL, immediate access to the Products subject to retention of title and hand them over.
- 9.9 The Buyer shall inform BISOL without delay regarding any obligation to register retention of title in an official register or any other formal obligation necessary to be valid in the country where the Products shall be delivered. The Buyer shall, at its own costs, fully cooperate, assist and give all consents to BISOL regarding any formal obligation necessary to achieve a valid retention of title. In cases where the Products are delivered to different legal jurisdictions, in which the provision regarding retention of title pursuant to this Article does not have the same securitizing effect as in the Republic of Slovenia, the Buyer shall grant at BISOL's request a corresponding lien.

Article 10 Claims for defects and limitation of liability

- 10.1 The information contained in the applicable version of the Products' datasheets and the Offer define the specifications and properties of the Products. In this regard, all descriptions and possible explanations of the Products are based on the approximate factual nature and not of guarantees or promises, unless they are expressly described otherwise. BISOL does not assume any guarantee for the condition or shelf life of the Products unless expressly agreed to in writing.

- 10.2 The Buyer or by the Buyer designated third party shall carefully inspected the Products immediately upon delivery. The Products shall be deemed as accepted if BISOL does not receive a written notice on defect, with regard to obvious defects or other defects that were identified during prompt and careful inspection, immediately following the delivery or otherwise immediately following the discovery of the defect. Any notices received 8 days or later after the delivery date shall not be accepted. The notice shall precisely describe the defect and include the invitation for BISOL to inspect the Products.
- 10.3 The limitation period related to the Buyer's claims for defects deriving from delivery of goods shall be six months from delivery date. The limitation period related to the Buyer's claims for services shall be three months from delivery date.
- 10.4 BISOL shall be given reasonable and prompt opportunity to examine any claim of defect. BISOL is free to decide whether the non-confirming or defective product (including defects under guarantees) shall be rectified on location, repaired, replaced by a defect-free Product, or may request the Buyer to return the defective Product back to BISOL. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as BISOL is willing to rectify the non-conformity or defect. BISOL does not cover any transportation and logistics costs for the return of the Products or for reshipment of any of the repaired or replaced Products, or other associated costs such as: installation, removal or reinstallation of the Products. Under no circumstances may the Product be returned to BISOL without its prior written consent.
- 10.5 By enforcement of defects the Buyer is not entitled to withhold the payment of the disputed Products. A withdrawal right on the part of the Buyer shall be excluded.
- 10.6 Defects of the Products resulting from normal wear and tear, improper handling, installation and assembly, improperly executed modifications or repairs and similar, done by the Buyer or other third parties, shall not establish any claims for defects. The same applies to defects that are attributable to the Buyer or which are due to a reason different from the original defects.
- 10.7 The Buyer's claims for reimbursement of expenses in lieu of damage compensation due to the Products' performance are excluded. BISOL is not liable for the following events even in case the Buyer was not informed of a possibility of their occurrence: (i) claims for damages from third parties towards the Buyer, (ii) damage or destruction of the Products, which occurred as a consequence of improper use, (iii) particular, coincidental or indirect damage or commercial result including lost profit.
- 10.8 BISOL has no direct or indirect liability for the non-delivered Products or for all damages, including, without limitation, contractual damages and damages for injuries to persons or property, whether arising from BISOL's breach of the Contract, breach of guarantee, negligence, strict liability or other tort. In no event shall BISOL be liable for any incidental, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of possibilities of such damages.
- 10.9 BISOL's liability shall be limited to such damages that must typically be expected in line with the Contract and normal use of the Products. Any liability of BISOL for damages shall in no event exceed the Contract value or maximum fifty thousand EUR (50,000.00 €) per series of related events. With regard to slight negligence, BISOL shall only be liable for breach of fundamental obligations that arise from the nature of the Contract and which are of special importance to achieving the purpose of the Contract.
- 10.10 Insofar as BISOL provides technical information or becomes active in an advisory capacity and this information or advice is not part of the owed performance scope that has been expressly agreed to by way of the Contract, such information and advice shall be provided in exclusion of any type of liability.
- 10.11 The liability exclusions and restrictions listed in this Article shall apply in the same scope in favour of BISOL's corporate bodies, statutory representatives, employees and agents.

Article 11 Guarantees

- 11.1 All guarantees for the Products are provided by BISOL Guarantee Certificate or by the Contract. These GSTC do not constitute any guarantees.
- 11.2 Guarantee registration on BISOL web site (www.bisol.com) does not affect the starting date of guarantee period, which becomes effective on the purchase of the Products, unless expressly agreed otherwise in writing.
- 11.3 BISOL warrants that the Products will be delivered to the Buyer according to the provisions of the Contract and that upon delivery the Products will meet the Products' specifications.
- 11.4 Any guarantee provided by BISOL is, as far as legally possible, in lieu of all other warranties/guarantees, explicit or implied, including, without limitation, any warranties/guarantees of merchantability of fitness for a particular purpose, said warranties/guarantees being explicitly disclaimed.
- 11.5 The process of resolving guaranty claims can only be performed by BISOL. The process depends on the required measurements to determine compliance of the Products and consists of visual inspection, measurement of electrical, mechanical, chemical and other characteristics of the Products as well as all other tests that might be necessary. When resolving a guarantee claim, the conditions under which the Products have been sold to the Buyer shall be considered. In Article 4 are written some of the examples where guarantees do not apply (e.g., selling at price below total costs, products sold under special conditions such as clearing inventories, special offers, etc.), whereas no guarantee clause shall extend to other similar examples like: products with visual defects, B, C, or D-Grade products, non-standard products, special products without explicitly declared guarantee terms & conditions, or similar.
- 11.6 In case the guarantee claim is found to be unjustified, BISOL may charge the Buyer for the incurred costs of resolving the claim.
- 11.7 The guarantee does not cover any transportation and logistics costs for return of the Products back to BISOL or for reshipment of any of the repaired or replaced Products, or other associated costs such as: installation, removal or re-installation of the Products.
- 11.8 Limitation of liability from Article 10 applies to all guarantee claims.
- 11.9 Under no circumstances may the Product be sent or returned back to BISOL without its explicit prior written consent.

Article 12 Confidential information and business secret

- 12.1 Information exchanged between BISOL and the Buyer, including, but not limited to: research, technology, product developments, marketing, market conditions, products, business strategies, pricing and similar, constitutes confidential information and business secret for BISOL. The purpose of such exchange is to allow BISOL and the Buyer to meet their obligations and responsibilities. The Buyer receiving any confidential information, its employees and/or any other related persons, shall not, except with the prior written consent of BISOL, use, divulge, disclose or communicate the data and information to any person, firm, corporation or entity in any way. The Buyer shall protect the confidential information and business secrets in accordance with the applicable laws and best business practices.
- 12.2 The obligations under this Article shall survive the termination of the Contract between BISOL and the Buyer for any cause.

Article 13 Intellectual property

- 13.1 BISOL is the exclusive holder of the intellectual property rights referring to its Products. The Buyer of the Products does not acquire any intellectual property rights. In the event that the Buyer is not the end

customer, but buys the Products for resale, the Products must be sold exclusively in the manner and within the territory that has been agreed on between the parties.

- 13.2 All rights arising from samples, models, prototypes, sketches, designs, drawings, specifications, contract documents and other similar documents (hereinafter referred to as the “Items & Documents”) shared by BISOL, are subject to the title of BISOL, are part of the intellectual property rights of BISOL, and are wholly owned by BISOL. The Buyer is not entitled to present the Items & Documents to any third party without prior consent of BISOL and shall return them to BISOL upon request and without any further delay.

Article 14 Data protection

- 14.1 BISOL is entitled to process and store the Buyer's data for its own purposes. The data shall be stored for at least as long as BISOL is obliged to store them based on the statutory provisions.

Article 15 Exports

- 15.1 The Products have been designated to remain in the destination country agreed with the Buyer. The Buyer may not export the Products that are subject to embargo provisions and administrative limitations.
- 15.2 In particular, the Products are subject to Slovenian, European Union (EU), export controls and embargo provisions. It is at the Buyer's responsibility to obtain information regarding the relevant export and/or import provisions or restrictions and to obtain the corresponding approvals where necessary.
- 15.3 Notwithstanding anything to the contrary in these GSTC or any special agreements, BISOL shall in no event be obliged to deliver any Products or perform any of its obligations under these GSTC or special agreements until the required approvals relating to the export regulations have been properly obtained by the Buyer. Each party agrees to provide the other party with all such information and assistance as may be reasonably required by the other party in connection with securing such authorizations or licenses, and to take timely action to obtain all required supporting documentation. BISOL shall be entitled to terminate any Contract or agreed purchase order or any part thereof, if the respective necessary approval(s) according to the applicable export regulations cannot be obtained within a reasonable time period.

Article 16 Final provisions

- 16.1 The transfer of the Buyer's rights and obligations to third parties requires BISOL's written consent.
- 16.2 BISOL's domicile shall be the place of jurisdiction for all disputes from the Contract and all other business relationships between BISOL and the Buyer. BISOL is entitled to file a suit at its domicile in Slovenia or the domicile of its local (foreign) subsidiaries (e.g., Bologna, Italy; South Croydon, UK; Chambery, France; etc.), or at any other permissible place of jurisdiction.
- 16.3 With regard to the legal relationship between BISOL and the Buyer, the laws of the Republic of Slovenia shall apply, unless expressly agreed differently in writing.
- 16.4 In the event of a dispute in interpretation or performance of these GSTC, the English versions shall prevail.
- 16.5 In the event a provision in these GSTC is found to be partially or completely invalid, void or unenforceable under any particular national or international legislation, or in the event of a legal loophole, it shall not affect the validity of the remaining provisions. The invalid, void or unenforceable provision shall be replaced with a valid or feasible provision that most closely corresponds with the purpose of the invalid or infeasible provision.

16.6 BISOL reserves the right to modify the GSTC without prior notification. The latest version of every time valid GSTC is published and available for download on the BISOL's official corporate website (www.bisol.com).

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