

1. General provisions - Acceptance

The acceptance of the Order by the Supplier (hereinafter referred to as the "S") implies *ipso facto* acceptance of these General Terms of Procurement which are an integral part thereof and which govern the contractual relations between the parties, subject to the provisions of the specific terms of the Order, with the S. definitively waiving its own General Terms of Sale.

All the provisions of this Order shall be considered as having been definitively accepted by the Supplier ten (10) business days after its receipt, unless reservations are sent within this timeframe, in writing, to the

Buyer managing the Order, whose contact details appear on the first page of the Order.

It is hereby specified that SEES's procurement commitment (i.e. the validity of the Order placed with the S.) is dependent on the latter's acceptance of all the provisions of the Order.

2. Delivery – Acceptance of delivery

The contractual delivery date is understood as being when the goods have arrived and been unloaded at the delivery address and date specified in the Order and it shall be accompanied by a copy of the delivery note, that shall indicate the effective delivery date, SEES's order number, each material nomenclature, as well as its designation. The delivery date is an imperative and fundamental term of the Order. The effective delivery date is the date stamped by the receiving agent of the goods on the receipt slip (or delivery slip), duly signed by one of its authorised representatives.

No early deliveries may be made without SEES's consent. If an acceptance procedure is provided for under the specific terms of the Order expressly accepted by the parties, such procedure is the instrument by means of which, at the S.'s initiative, SEES represents that it accepts (with or without reservations) the supplies, works and/or services which are the subject matter of the Order (hereinafter referred to as the "Supply").

3. Lead-times – Liquidated Damages

In the event of delays in delivery or acceptance, which are not attributable to an event of force majeure or to SEES's negligence, the S. shall owe liquidated damages calculated on the total amount of the delayed Supply at a rate of 1% per calendar week of delay up to a maximum of 5% of this amount. Over and above this maximum limit, SEE reserves the right:

- to claim its actual loss from the S. and
- to unilaterally announce, at any time and as of right, total or partial termination of the Order for breach of the S. (without prejudice to any damages).

4. Modifications

At any time during performance, SEES reserves the right to change the volumes and/or the nature of the Supply. In that case, SEES and S shall negotiate, if applicable, the new contractual delivery / acceptance dates and the adjustment of economic conditions of the basic Order.

5. Transfer of risks

Notwithstanding any verification work or acceptance procedure in the S.'s premises, the transfer of risks takes place upon delivery of the Supply. If an acceptance procedure is provided for, the S. nevertheless continues to bear the inherent risks affecting the Supply until SEES issues an acceptance statement without reservations.

In all cases, the Supply is transported at the S.'s risk.

6. Packaging and documentation

The Supply is delivered with the packaging required for its warehousing and due and proper preservation. Unless otherwise provided for, the packaging is not subject to a deposit but, if this were the case, it shall be returned at the S.'s expense. The Supply is delivered together with the documentation required for its use, maintenance and upkeep.

7. Verification

The S. is responsible for verifying and certifying, under its responsibility, the compliance of the Supply with the conditions applicable to it under SEES's specifications, with which the S. hereby represents that it is perfectly familiar. Under no circumstances shall the verification work carried-out by SEES prior to, during or subsequent to delivery / acceptance discharge the S. from this obligation.

8. Shipping

At the same time as any shipping of the Supply, if SEES requires it, the S. shall send to SEES, by mail, a copy of the dispatch note mentioning the references and date of the Order, the number of parcels and an exact description of the shipped Supply. The original of this note shall accompany each shipment of parcels, together with the certificates of conformity and the verification reports.

9. Scrapping

SEE may inform the S. of the scrapping of any Supply which is found to be non-compliant with the specifications of the Order. Any Supply having been scrapped shall be considered as not having been delivered / accepted and shall be taken-back by the S., at its expense, within the 48 business hours following receipt of the notice of scrapping. Otherwise, the Supply shall be sent back to the S. at its expense and risk. In case of scrapping, SEES shall be entitled to request the S. to replace the Supply within the given time period or to unilaterally terminate the Order without prejudice to its rights accruing from the governing law. restricted substances, the S. shall advise SEES of the presence of such substances in its Supply.

10. Invoicing

Any invoice shall be sent in one PDF format copy to the following email address: emeaapinvoicessolar@se.com. The subject of the mail shall contain PO number and Vendor Name. Password protected PDF and ZIP files are not accepted. If the S. is unable to send PDF invoicing, it has to be sent to the following address:

Schneider Electric Solar Spain S.A

Accounting department

Calle Valgrande, 6

Alcobendas, Madrid, 28108 - Spain

and must contains the Purchase Order reference. Each invoice relates to only a single Order and shall include the description of the Supply invoiced, and the unitary prices and volumes delivered, unless provided for the contrary.

SEES reserves the right to suspend payment and return any invoice which fails to comply with regulatory provisions and/or those of this article. Any disagreement by SEES as regards the volume or quality of the delivered Supply or the invoiced price, shall lead to the issuing of either a debit note or an invoice of SEES to the S. The S. shall have fifteen (15) days as from the issuing of the debit note or the invoice to challenge the latter.

For any enquiries related to accounting issues:

emeaapinquiriesolar@se.com.

11. Prices and terms of payment

Unless otherwise provided in the Order, the prices mentioned in the Order are firm and non-revisable and are understood as being carriage paid and inclusive of packaging expenses. In the absence of provisions to the contrary in the Order, payments are made by the confirming payment method, in the terms of payment specified in the Law 15/2010, dated 15 July, that amends the Law 3/2004, dated 29 December, which defines the measures to prevent default in commercial operations. Debit notes issued by SEES shall be automatically deducted from payments subject to SEES having received the corresponding invoice.

At SEES's choice, the S. may be paid either by SEES, or by Boissière Finance, the company responsible for centralized management of the cash of the Schneider Electric Group SEES to which SEE has granted a mandate to pay SEES its suppliers. Under no circumstances may payments made by Boissière Finance cause it to assume the rights and obligations of SEES vis-à-vis the S. pursuant to the Order; as a result, the S. may not validly make any claim nor institute any proceedings against Boissière Finance concerning the Order, its performance or the resulting consequences.

12. Assignment or subrogation of the receivables, rights and/or obligations under the Order

The S. undertakes not to assign or transfer the whole or part of its receivable, rights and/or obligations under the Order without SEES's prior and written authorization. Should the S. have signed a factoring contract, all its invoices shall be paid to the factoring company with which it concluded the contract, subject to SEES prior authorization.

13. Moulds, tools, test resources (hereinafter referred to as the "Equipment")

Plans, gauges, moulds, shell moulds, models and samples (hereinafter referred to as the "Equipment") ,delivered by SEES to the S. to perform the Order become the exclusive property of SEE and may be used, kept and safe kept in an appropriate way, following orders given, where applicable, by SEES. The S. shall immediately notify SEES about any fact or circumstance that may affect the state and preservation of the "Equipment" and may be responsible for the lost, destruction, disappearance and damages to it. To that end it shall contract and be up to date with all the payment of insurance premiums and policies with a reputable insurance company that covers mentioned responsibilities, and provide at SEES request, a copy of the said policy and of the premium payment receipt.

SEES can remove, replace, examine and check the "Equipment" when it considers it necessary.

The S. shall state in any case that deposited "Equipment" is the exclusive property of SEES, and shall immediately notify SEES about any fact, circumstance, obstacle, seizure or retention that may affect to it.

The S. undertakes to neither manufacture nor supply for third parties goods produced with SEES "Equipment". Furthermore, the S. undertakes to keep it as confidential.

14. Contractual warranty

14.1 Operational warranty

The S. undertakes to warranty SEES against any design, manufacturing and/or material defect affecting the Supply for twenty-four (24) months as from the last of the following dates: the order acceptance, the delivery, the start-up or the definitive receipt. As a result, were SEES or its own customer to notice a defect / malfunctioning affecting the Supply, the S. undertakes to rectify, repair or replace the Supply in its environment at its expense (including any staff travel, dismantling / reassembly expenses) so that the latter operates in full compliance with the provisions of the Order and the use for which it is intended. Should the S. be called upon to honour its warranty, but fails to timely and properly correct such defect or malfunctioning, SEES reserves the right to intervene or to have any third party intervene instead of the S. at the latter's expense. Any service furnished and/or any item replaced / rectified / repaired under this warranty are themselves guaranteed for twenty-four (24) months under the abovementioned conditions.

Only the items / services with a normal lifecycle of less than twenty-four (24) consecutive months are excluded from the scope of this operational warranty.

14.2 Supply of spare parts

The S. shall deliver all spare parts for ten (10) years as from delivery / acceptance of the Supply.

15. Intellectual property

Any study (its results and its various constituent elements such as the drawing, diagram, model, prototype, etc.) carried-out by or for the S. pursuant to meeting the Order is the exclusive property of SEES. Consequently, the S. undertakes not to use / exploit (or allow a third party to do so) said study results / items for purposes other than meeting the Order. If specific software is supplied under the Order, its acceptance implies *ipso facto* the S.'s assignment to SEES of the exclusive rights of use / exploitation / commercialisation of said software.

The S. also undertakes to provide SEES, at its 1st request, with the source and object code of said software as well as the associated documentation.

The S. holds SEE totally harmless in respect of any action or lawsuit instituted by third parties based on a claim relating to the intellectual property rights covering the Supply delivered under the Order. Pursuant to such proceedings, and independently of any other penalty, all the procedural expenses (included lawyers' fees) and damages which SEES may be ordered to pay, shall be fully assumed by the S.

16. Confidentiality - Publicity

Any information, regardless of its nature (technical or commercial) or its support medium, exchanged between the Parties, or to which either party may have access in the context of the Order, shall be considered by the recipient party as being strictly confidential and exclusively reserved for the purpose of performing the Order, to the exclusion of any and all other use.

Moreover, and unless it has SEES's express and prior agreement, the S. undertakes not to mention its business relationship with SEES to third parties, nor to exhibit the whole of or part of the Supply manufactured from technical documents or specifications owned by SEES.

17. Insurance

At SEES's first request and in any case within ten (10) days as from acceptance of the Order, the S. undertakes to provide it with a copy of its insurance policies and/or any certificate to be issued by its insurance companies, and to take-out with the latter, at S.'s expense, any additional insurance cover which SEES may consider to be reasonably necessary in light of the risks relating to performance of the Order.

18. Termination

SEES may unilaterally and automatically terminate the Order without the S. being entitled to claim any indemnity whatsoever in this respect, in the following cases:

- Fifteen (15) days after sending a formal notice left unremedied that the S. breached any of its obligations under the Order.
- with immediate effect in the event of:
- Court-ordered, or out-of-court dissolution or liquidation,
- an event of force majeure, the consequences of which last for more than six (6) weeks,
- the contractual delivery times being overrun, if such cause the maximum amount of penalties to be reached,
- scrapping in accordance with the provisions of article 9 hereinabove.

19. Disputes – Governing law

The Order between SEES and the S. is governed by Spanish law to the exclusion of the provisions of the Vienna Convention of April 11th, 1980 on the international sale of goods. Any dispute arising from this Order which cannot be settled amicably shall be referred to the jurisdiction and competence of the Courts of the city of Barcelona.

20. Sustainable development

20.1. The S. undertakes to comply with the following principles:

- The OECD's guidelines on sustainable development, which may be consulted on the following website: http://www.oecd.org/topic/0,3699,en_2649_37425_1_1_1_1_37425_0.html
- The ten principles of the United Nations Global Compact on human rights, labour standards, the environment and anticorruption, which may be consulted on the following website: <http://www.unglobalcompact.org/Languages/french/index.html>
- The rules defined in the ISO 14001 standard.
- Furthermore, the S. is informed that energy performance of the Supply has been considered as part of the selection criteria used by SEES (ISO 50001 Standard).
- 20.2.** In order to enable use of the Supply in total safety, the S.:
 - undertakes to comply with all the national legislation and regulations applicable at the delivery address specified in the Order.
 - further undertakes to ensure that none of its Supply contains one or more of the hazardous substances referred to in the European Directive 2011/65/EU of 8 June 2011 in its annex II,
 - also undertakes to comply with all the obligations concerning substances which are restricted and/or banned in the European Union and, in particular, those listed in the REACH Regulation (EC 1907/2006) and in the texts of its resulting amendments, the annex XIV and XVII,
 - and, generally, finally undertakes to systematically comply with the legislation and regulations relating to the ban on, or restriction of, the use of certain products or substances which are effective when the Order is placed, both in the European Union and in other countries, if such is specified in the Order and/or the specifications, or which may become applicable up to the delivery date of the Supply.
- Within forty-five (45) days of receipt of a request from SEES, which may be accompanied by a list which SEES may have sent to it and, otherwise, on the basis of the effective lists of

At SEES's first request, the S. shall provide it with all supporting documents required during the legal timeframe for conserving documents.

20.3. The S. shall compensate SEES for all costs, damages and losses borne by SEES and/or for which it is found liable under third-party claims, owing to the S.'s failure to comply with any of the provisions of this Article 20.

20.4. Moreover, should the S. decide to change the composition of the Supply, it shall advise **SEES** thereof at least nine (9) months prior to the date when such change becomes effective.

21. Management of Supply / Process changes

The S. shall inform **SEES** in writing of any decision to stop marketing the Supply or any major changes made to the Supply or to its manufacturing process and, in particular, any changes affecting the processes, including any material changes in its or its sub-contractors' IT Processes, the procurement of critical components, the Supply's design, the location of the plant(s), provided such changes impact or may impact on the Supply's technical specifications, compliance with standards, lifecycle, reliability or quality. The S. shall inform **SEES** in writing nine (9) months prior to the marketing end date or the date scheduled for the implementation of any major change. **SEES** reserves the right to refuse any major change. All major changes remain under the full responsibility of the S. The S. shall repay to **SEES** all the costs borne by the latter during, or in the context of, the reclassification of the Supply and/or component affected by the major change.