

ECORUS GENERAL TERMS AND CONDITIONS OF PURCHASE 2022

1. Definitions

The following definitions apply in these General Terms and Conditions of Purchase:

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| DCC | the Dutch Civil Code (<i>Burgerlijk Wetboek</i>) |
| Ecorus | the user of these Terms and Conditions (this can be Ecorus Energy B.V. or a group company of Ecorus Energy B.V.) |
| Goods | all movable property that the Supplier must supply to Ecorus – including the supply of software |
| Installation Services | the installation or assembly of the Goods or other movable property by the Supplier |
| Supplier | the party with whom Ecorus has concluded a Contract |
| Completion Date | the agreed date on which the Works must be completed and – possibly with provisos – accepted by Ecorus |
| Contract | a written contract concluded between Ecorus and the Supplier for the supply of Goods and/or the provision of Installation Services |
| Written | by letter, e-mail or other electronic means of communication |
| Terms and Conditions | these General Terms and Conditions of Purchase |
| Works | the Goods or other movable property installed or assembled by the Supplier – being works within the meaning of Article 7:750 DCC |

2. Applicability

- 2.1. From the time these Terms and Conditions apply to a Contract, they will also apply to all future legal relationships between Ecorus and the Supplier for the supply of Goods and/or the provision of Installation Services, unless the parties explicitly deviate from this in writing. Any references to the Supplier's general terms and conditions (e.g. on offers or invoices) made after the Supplier has accepted these Terms and Conditions will have no effect unless Ecorus explicitly accepts these general terms and conditions in writing.
- 2.2. Deviations from or additions to these Terms and Conditions must be agreed in writing.
- 2.3. If there are any inconsistencies between the provisions of the Contract and these Terms and Conditions, the provisions of the Contract will prevail.

3. **Contract**

- 3.1. All Contract changes must be agreed upon in writing between Ecorus and the Supplier.
- 3.2. Offers made by the Supplier are valid for at least 30 days.
- 3.3. If the Contract or other documents, prior to the conclusion of the Contract, refer to technical, safety, quality or other regulations, the Supplier must be familiar with such regulations, unless the Supplier informs Ecorus in writing to the contrary. In such case, Ecorus will inform the Supplier about these regulations.

4. **Goods**

- 4.1. With due observance of the provisions of the Contract and any accompanying technical specification, the Goods to be supplied must:
 - a) be in line with the Contract as regards the quantity, description and quality or, in the event of the lack of or incomplete specifications in the Contract, they must be in line with what is stated in the documentation exchanged between the parties;
 - b) be made of sound materials and be of sound design;
 - c) be identical in all respects to the samples or models made available or provided by the Supplier;
 - d) perform (capacity, efficiency, speed, finish, etc.) as specified in the Contract or, if not specified, as required for use by Ecorus;
 - e) be suitable for the purpose made known to the Supplier;
 - f) be safe, comply with the legal requirements, safety and other regulations as well as norms and standards applicable in the country where the Goods are supplied or in the country where the Supplier knows they will be used by Ecorus; and
 - g) be accompanied by all necessary safety and other documentation, such as technical, safety and operating instructions, if applicable.
- 4.2. If the Supplier imports and/or exports the Goods and requires a permit for this purpose, the Supplier must be in possession of such permit. The Supplier will, at its own expense, ensure that the permissions, permits or licences required for the performance of the Contract are obtained in time and that the conditions laid down therein are complied with.
- 4.3. If the Goods contain electronic components, the Supplier will be responsible for all obligations arising from applicable regulations on recycling and otherwise.
- 4.4. Ecorus is entitled to inspect the Goods before delivery. If Ecorus exercises this right, the Supplier must cooperate. The Supplier cannot derive any rights from the results of an inspection and such results do not constitute an acknowledgement that the Goods meet the guarantees provided or that they are in line with the Contract.
- 4.5. Signing for receipt of the Goods by Ecorus does not constitute acceptance that the Goods are in line with the Contract. Unless provided otherwise in the Contract, Ecorus will not be obliged to inspect the Goods before actually putting them into use.

5. **Delivery of the Goods**

- 5.1. Unless provided otherwise in the Contract, the Goods will be delivered DDP (Delivered Duty Paid) (according to the version of the Incoterms applicable at the time of concluding the Contract) to the address given by Ecorus.
- 5.2. The Supplier is only authorised to make partial deliveries of the Goods if this has been agreed with Ecorus and this does not lead to an increase in costs and/or a longer delivery time for Ecorus.
- 5.3. Delivery before the agreed delivery date is only permitted with the prior written consent of Ecorus and will not lead to a change in the originally agreed payment or guarantee period.

- 5.4. Ecorus has the right to postpone the delivery. In this case the Supplier will keep the goods properly packed, separated and recognisable, and will preserve, secure and insure them. The Supplier may charge Ecorus any reasonable associated costs.
- 5.5. Unless provided otherwise in the Contract, the agreed delivery time is a deadline. Ecorus will only be entitled to dissolve the Contract if 14 days have passed after the agreed delivery time and if the Supplier has not delivered the Goods within those 14 days.
- 5.6. If it is impossible for the Supplier to deliver the Goods or if it is likely to become impossible, the Supplier will be obliged to immediately inform Ecorus of this in writing, stating the cause and the probable duration of the delay as well as the measures taken and still to be taken by it.

6. **Packaging and marking of the Goods**

- 6.1. The Goods must be properly packed – unless the Goods cannot be packed due to their nature – and secured to ensure they are delivered in good condition during normal transportation.
- 6.2. The Supplier must mark the shipment with the Ecorus order and/or reference number and the number of packages.
- 6.3. If the shipment involves returnable packaging, this must be clearly marked by the Supplier. In all other cases, the ownership of the packaging passes to Ecorus on delivery. Unless agreed otherwise, Ecorus is entitled to send back returnable packaging at the risk and expense of the Supplier.

If the Supplier delivers only Goods, the provisions of Clauses 7 and 8 will not apply.

7. **Installation Services**

- 7.1. If the Supplier performs Installation Services, the Supplier will:
 - a) before conclusion of the Contract or, if this is not reasonably possible, as soon as possible thereafter:
 - examine whether there are any circumstances that could impede the proper provision of the Installation Services – such as the unsuitability of the subsurface or the unsuitability of goods and materials to be installed or processed in Works that do not come from the Supplier;
 - examine those facilities that Ecorus must provide at the place where the Installation Services are performed, which Supplier does not reasonably need to provide itself.
 - b) use sound material and tools when performing the Installation Services;
 - c) ensure sufficient, skilled and – where required – certified personnel;
 - d) observe the rules that apply at the building site (Ecorus will provide these rules to the Supplier in good time before commencement of the Installation Services).
- 7.2. Ecorus is entitled to change the instructions, specifications and suchlike with regard to the Installation Services. Ecorus may also change the scope of the Installation Services, even if this results in contract extras. Changes will be agreed in writing.
- 7.3. If the Supplier is of the opinion that a change as referred to in the previous paragraph has consequences for the agreed price and/or the agreed time of completion, the Supplier will, before implementing the change, inform Ecorus of this in writing as soon as possible, but no later than within three (3) business days after the date on which the notification of the change is sent, failing which the change will have no consequences for what has been agreed. If the consequences stated by the Supplier for the price and/or the time of Delivery are not in line with market conditions, Ecorus will be entitled to terminate the Contract without being obliged to pay compensation.
- 7.4. Contract extras in any event do not include additional work that the Supplier could or should have foreseen when concluding the Contract or that is the result of a failure on the part of the Supplier.

8. **Completion of Installation Services**

- 8.1. Insofar as applicable, the Installation Services must be performed in accordance with the planning included in the Contract or a planning determined by the parties at a later date.
- 8.2. If it is impossible or likely to become impossible to achieve the agreed Completion Date, the Supplier must immediately inform Ecorus of this and confirm such in writing, stating the cause and the probable duration of the delay as well as the measures taken and to be taken by it.
- 8.3. As soon as the Works are ready for inspection, the Supplier must inform Ecorus of this in writing.
- 8.4. If there are defects in the Works, the Supplier must remedy these as soon as possible, but no later than within five (5) business days after the Supplier has been informed of the defects. Ecorus does not have to give the Supplier the opportunity to remedy defects if not required to do so pursuant to Article 7:759 DCC.

Clause 9 only applies if the Supplier has concluded a Contract with Ecorus Projects B.V.

9. **Timely delivery**

- 9.1. The Supplier is aware that the Goods supplied and/or the Installation Services provided are for the purpose of constructing a solar power plant. If the Supplier fails to deliver the Goods and/or does not provide the Installation Services on time, this could result in additional costs for Ecorus – for example, delay of works already planned, which can only take place after delivery of the Goods and the incurrance of penalties for late completion of the solar power plant. If the Supplier fails to meet the agreed delivery date of the Goods, Ecorus will be entitled, without a prior notice of default to the Supplier being required, to impose on the Supplier an immediately payable penalty of 1% per day, calculated over the total price of the Goods and/or Installation Services, up to a maximum of 10%. If the Supplier not only supplies Goods but also provides Installation Services, the Supplier will incur the above-mentioned penalty only if the Supplier fails to meet the Completion Date.
- 9.2. The obligation to pay this penalty will not affect Ecorus' right to performance, compensation and dissolution. However, the forfeited penalty will be deducted from any claim for damages.

10. **Guarantee**

- 10.1. The Supplier guarantees, whether or not in addition to the manufacturer's guarantee (see Clause 10.2), that the Goods and/or Works will be free of defects during the guarantee period stated in the Contract or, in the absence of such a guarantee period, within a period of two (2) years after Completion. Ecorus is entitled to transfer this guarantee to its customers who receive the Goods or completed Works from Ecorus. If defects occur in the Goods and/or Works during the guarantee period, the Supplier will be obliged to remedy these defects as soon as possible free of charge, by repair or replacement, and to reimburse Ecorus for the costs and loss incurred by it as a result. Any such replaced goods or components of Goods must be new. The guarantee does not cover defects that are the result of incorrect use or maintenance of the Goods and/or Works, except where such incorrect use or maintenance is the fault of the Supplier, its subcontractors or persons who fall under the responsibility of the Supplier and/or its subcontractors. The guarantee provided does not affect the legal rights of Ecorus.
- 10.2. The Supplier must provide a manufacturer's guarantee in line with the market conditions on delivery. Ecorus is entitled to transfer this manufacturer's guarantee to its customers. If the Supplier is not also the manufacturer of the Goods, the Supplier vouches for the transferability of the manufacturer's guarantee. The above does not affect the guarantee that the Supplier provides to Ecorus under Clause 10.1.

11. **Prices, invoicing, and payment**

- 11.1. The agreed prices are in euros, exclusive of turnover tax and are fixed – changes in cost price factors will be at the expense of the Supplier. Unless provided otherwise in the Contract, the prices will include all costs to be incurred for the performance of the Contract, including costs for excise duties, levies, transport, insurance, packaging and any return of packaging, as well as the costs for importing and exporting the goods concerned and the costs due to foreign payments.
- 11.2. The invoice will be paid within 30 days of delivery or completion unless a different payment term has been agreed in the Contract.
- 11.3. On delivery of the Works, Ecorus will be entitled, at its discretion, to pay part of the price, either through a blocked account or directly to the Tax and Customs Administration concerned. This part will be the amount for which Ecorus, according to its estimate, is jointly and severally liable on the basis of the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act or other regulations. The Supplier will indemnify Ecorus against any claim by the Tax and Customs Administration in this regard.

12. **Transfer of risk and title**

- 12.1. The Goods and/or Works will be at the risk of the Supplier until the completion or delivery.
- 12.2. Unless advance payment takes place (in which case the following paragraph will apply), the ownership of the Goods and/or Works passes to Ecorus at the time of completion or delivery. If the Supplier delivers the Goods and also performs Installation Work, ownership of the Goods will be transferred at the time of delivery – and not only on the Completion Date.
- 12.3. In the event that Ecorus makes payments before the delivery of the Goods, such part of the ownership of the Goods as corresponds to the value of the payment made is transferred to Ecorus at the time the payment is made. The Supplier must keep the Goods in respect of which ownership was transferred to Ecorus before delivery, clearly marked as the property of Ecorus.
- 12.4. If Ecorus makes available or provides goods to the Supplier for the purpose of the Works, such as raw materials, semi-finished products, materials and components, models, specifications, drawings, software and data carriers, these goods will remain the property of Ecorus. Ownership of the Works in which Ecorus materials are incorporated, is transferred to Ecorus at the time the goods are delivered to the Supplier. The Supplier must keep these goods clearly marked as the property of Ecorus and must bear the risk relating to these goods up to the time of completion or delivery.

13. **Intellectual property rights; licences**

- 13.1. If the Goods delivered or the accompanying documentation are subject to intellectual property rights, Ecorus will acquire the right of use thereof free of charge through a non-exclusive, worldwide, perpetual licence. Ecorus' right of use will include the right to grant a right of use to its group companies and customers and, in so far as is necessary for the use or maintenance of the Goods by Ecorus, its group companies or customers, to third parties involved (e.g. maintenance partners).
- 13.2. The Supplier guarantees that the Goods do not infringe the intellectual property rights of third parties. The Supplier indemnifies Ecorus against third-party claims in respect of infringements or alleged infringements in this regard and will compensate Ecorus for all loss incurred by it as a result.

14. **Indemnification and insurance**

- 14.1. The Supplier will indemnify Ecorus against any third-party claims that are the result of a failure on the part of the Supplier under the Contract or that arise from defective products as referred to in Article 6:186 DCC (product liability) or unsafe Works (hereinafter jointly referred to as "Defective Products"). Ecorus will notify the Supplier of such claims within a reasonable time and will send the Supplier all the necessary information.

- 14.2. In the event of Defective Products, the Supplier will also fully indemnify Ecorus for all costs incurred with regard to: (i) establishing the existence of Defective Products; (ii) establishing the loss incurred by Ecorus and its customers as a result; and (iii) removing the Defective Products from use by its customers. The above does not affect Ecorus' right to recover other loss incurred by it from the Supplier.
- 14.3. The Supplier will take out and maintain proper insurance to cover the risks that may reasonably arise from its business operations.

15. **Termination**

- 15.1. Ecorus is entitled to dissolve the Contract in full or in part by means of a Written Statement without any further notice of default being required or to terminate the Contract (at its discretion) if the Supplier is declared bankrupt, has applied for a suspension of payments, has discontinued or liquidated its business, or a substantial part of its assets has been attached or it transfers its business to third parties. This right of Ecorus is without prejudice to Ecorus' rights by virtue of the law and the other provisions of these Terms and Conditions or the Contract.
- 15.2. If Ecorus terminates the Contract by virtue of these Terms and Conditions or the law, Ecorus will not owe the Supplier any other compensation than the payments which are due at the time of termination of the Contract.
- 15.3. In the event of the bankruptcy of the Supplier, Ecorus will be entitled to an immediately payable penalty. If the event of the bankruptcy of the Supplier before the delivery of the Goods and/or the provision of the Installation Services, the penalty will be 25% of the agreed price. In the event of bankruptcy after the delivery of the Goods and/or the provision of the Installation Services, the penalty will be 10% of the agreed price. This penalty serves to fix the loss suffered by Ecorus.

16. **Ecorus Code of Conduct**

- 16.1. The Supplier undertakes to comply with the Ecorus Code of Conduct (based on the UN Global Impact) in performing the Contract. Violation of this code gives Ecorus the right to dissolve the Contract in full or in part by means of a Written Statement without a further notice of dissolution being required.

17. **Confidentiality**

- 17.1. The Supplier will keep the nature and substance of the Contract as well as other non-public company information about Ecorus confidential and will not disclose anything about Ecorus without the written permission of Ecorus.

18. **Applicable law and disputes**

- 18.1. The Contract, of which these Terms and Conditions are a part, as well as any legal relationships between the Supplier and Ecorus resulting from it will be governed by Dutch law, with the exclusion of the U.N. Convention on Contracts for the International Sale of Goods.
- 18.2. All disputes ensuing from or connected with this Contract will exclusively be adjudicated by the competent court in Amsterdam.