

GENERAL TERMS AND CONDITIONS FOR SOLTEC SOLAR MOUNTING SYSTEMS

1. GENERAL

These general terms and conditions apply to regulate the rights and obligations between SOLTEC d.o.o., with its registered office at Obrtna ulica 9, 8257 Dobova, Republic of Slovenia, European Union, registration number: 5412277000, tax number SI 48773867 (hereinafter referred to as "**SOLTEC**") and the customer. The term "customer" refers to any legal or natural person acquiring or using goods and services from SOLTEC for purposes outside their professional or gainful activity (consumer).

These general terms and conditions constitute part of the contract concluded between SOLTEC and the customer. The terms outlined in these general terms and conditions take precedence over any general terms and conditions of customers that are not binding on SOLTEC, unless expressly accepted by SOLTEC in writing.

These general terms and conditions are available on the website <https://www.soltec.si/>, and the customer can download, save, or reproduce them on their electronic device with an active internet connection.

Any different terms from the general sales conditions are valid only if expressly confirmed in writing by SOLTEC.

Oral agreements are valid only if expressly confirmed in writing by SOLTEC.

In case any provision of these general terms and conditions is partially or wholly invalid or unenforceable, it does not affect the validity of the remaining provisions; any disputed points shall be replaced with provisions that, to the maximum extent possible, achieve the purpose of these general terms and conditions.

The customer accepts and acknowledges SOLTEC's general terms and conditions upon accepting the offer. Acceptance of the offer is deemed when the customer pays the first part of the advance or, if otherwise agreed, upon confirmation of the offer.

These general terms and conditions exclusively relate to the sale of SOLTEC Solar support structures by SOLTEC company.

SOLTEC manufactures and supplies SOLTEC Solar support structures and their components (hereinafter "support structures") in accordance with the highest industrial standards to provide maximum value for the customer. SOLTEC ensures that the use, in accordance with the instructions and all applicable standards (available on the website <https://www.soltec.si/>) and in accordance with these general terms and conditions, will maintain the functionality of the support structures.

2. OFFERS, ORDERS

SOLTEC prepares an offer based on data provided by the customer via (electronic) mail. The offer is valid only for the quantities and descriptions specified in the offer.

Before accepting the offer or confirming the order, the customer must carefully review the offer (check the data) as the offer binds both contracting parties. In case of ambiguity, the customer must request clarification of unclear data from SOLTEC in writing.

The acceptance of the offer or order confirmation is considered any of the following actions:

- Written confirmation of the order - offer;
- Performance of an advance payment (partial or full);
- Delivery of a long-term asset for security;
- Signing a contract or agreement on the conclusion of a transaction/order;
- Any fulfillment of contractual obligations;
- Other implicit actions, if it is a continuous business relationship and SOLTEC considers them relevant.

In all the above cases, it is considered that the customer has accepted the offer, carefully studied the content of the offer, found the content understandable, and suitable for his requirements without objections, and is aware of SOLTEC's general terms and conditions.

The customer has the right to cancel an accepted offer or confirmed order. In this case, the customer undertakes to reimburse SOLTEC 10% of the offer value, increased by the legally determined VAT.

The offer, including the accompanying proforma invoice, is valid for 30 days or until the date specified by SOLTEC in the offer or within the period determined by SOLTEC.

All agreements, offers, and confirmations between the customer and SOLTEC must be in writing; additional oral agreements are invalid unless subsequently confirmed in writing.

The content of the offer, including calculations and descriptions made or prepared by SOLTEC, or any documents made by SOLTEC, remains the property of SOLTEC, and only SOLTEC has intellectual property rights to these documents, and the customer agrees that the information provided in them is confidential and may not be disclosed or otherwise used without the prior written consent of SOLTEC.

3. PRICE POLICY

Unless otherwise specified, the seller's prices are stated with EXW (Ex Works) SOLTEC parity, including packaging and preparation costs for transportation. All prices are net prices and do not include VAT.

Prices may be changed by the seller at any time, but the seller must issue a warning about it within 1 month before the planned change.

The price at the time of purchase is valid. Once the order is confirmed, the seller cannot change the price, regardless of the previous paragraph.

Any discounts must be agreed upon in writing for each order.

4. PAYMENT TERMS

Unless otherwise specified in the offer, contract, or invoice, the payment for SOLTEC products must be settled before the shipment of products.

The customer settles the purchase price to the transaction account of SOLTEC's headquarters, as specified in the offer, contract, or invoice. The customer must settle the purchase price according to the agreed payment terms. In case of delay or non-payment, SOLTEC has the right to demand legal or agreed default interest from the due date of each amount until the date of payment.

The customer has the right to reject the invoice within 8 (eight) days of receiving the invoice. The rejection must be in writing, timely, and justified. To exercise the right to reject the invoice, the customer must send it to SOLTEC by regular mail to Obrtna ulica 9, 8257 Dobova, Republic of Slovenia, or by email to finance@soltec.si (e.g., by letter sent by mail or email). SOLTEC will respond to the invoice rejection within 15 days of receiving the rejection. I

If the customer delays the delivery of products (i.e., postpones the delivery date to a later date than specified by SOLTEC or the goods are not handed over to the customer due to the customer's delay but not more than 60 days), the customer will be charged storage fees according to SOLTEC's valid price list. Also, from the moment the customer is in default, the entire risk of accidental destruction and/or damage to the goods passes to the customer.

Payment terms after accepting the offer or contract remain unchanged even if the transport, delivery, installation, commissioning, or receipt of products or services is later or prevented due to reasons beyond SOLTEC's control.

In case the customer delays payment of one installment of the price or payment of the entire price specified in the offer or contract, SOLTEC may terminate the contract or accepted offer and has the right to claim damages.

SOLTEC has a pledge right on the items it has manufactured or repaired for the customer, as well as on other items the customer has delivered to SOLTEC in connection with its work, as long as SOLTEC has them in possession and until voluntarily released. The customer acquires ownership of the goods by handing over the goods to the customer.

Any complaints about defects or warranty claims after the installation does not release the customer from the obligation to pay the total value of the price according to the accepted offer or contract.

5. DELIVERY TIMES AND GOODS DELIVERY

The delivery period starts after the confirmation of the order by SOLTEC and is precisely defined in each individual offer.

The confirmed delivery period may be extended in case of subsequent changes to the buyer's order (quantity, technical specifications of goods, etc.) and in cases beyond SOLTEC's control, such as force majeure. Force majeure includes delays in delivery due to major machinery breakdowns at the seller's factory or its supplier, strikes, natural disasters, war conditions, and similar events. Force majeure also includes significant extensions of delivery periods by our suppliers due to the extension of delivery periods by their subcontractors. The extension of the delivery period in such cases is equal to the duration of the force majeure and the necessary time for restarting production at the seller or its supplier.

6. RETENTION OF TITLE

The goods remain the property of SOLTEC until fully paid.

7. WARRANTY

SOLTEC guarantees the quality of supporting structures, meaning that, under normal conditions of installation, use, operation, and maintenance, they will not have any undesirable mechanical effects for a period of 10 (ten) years that would materially limit the mechanical properties of their components (provided that the supporting structures or their components are installed in accordance with the manufacturer's instructions and used in accordance with regulations and all applicable professional standards, assembly and usage instructions that were attached at the time of purchase or are published on the official website soltec.si) or material defects. Any scratches, stains, mechanical wear, altered appearance, and other external changes do not constitute defects.

SOLTEC reserves the right to adjust this warranty at its own discretion. The latest version of the general terms and conditions is always published on the official website soltec.si. The warranty period does not extend or start again in any case, even if the components of the supporting structures are repaired or replaced, unless expressly stated otherwise by SOLTEC. Ownership of all replaced components automatically transfers to SOLTEC.

If the supporting structures have not been fully paid to SOLTEC, no warranty is provided for them. SOLTEC guarantees only the quality of supporting structures subject to legally and generally recognized and valid professional and construction standards or principles, including SOLTEC's standards, analyses, and influences specified in the product specifications attached to the supporting structures at the time of purchase or published on the official website soltec.si.

For a valid warranty, the buyer or user and their selected designer with the authorization of the IZS Chamber, in the case of the exact location of the project, must identify any local influences and loads on the supporting structures and determine whether the type of

individual supporting structures is suitable for the specific situation. All circumstances related to this must be communicated in writing to SOLTEC before the purchase. Similarly, they must familiarize themselves with the technical documentation of SOLTEC solar substructures and load zones, as defined by the current standards EN 1991-1-3 and EN1991-1-4 and presented in the documentation on the soltec.si website. In accordance with the specified capacities of individual supporting elements, based on the configuration of the installation, the correct and sufficient number of supporting elements must be selected to assemble the substructure of solar panels.

The warranty does not apply if SOLTEC, after inspecting the supporting structures, finds that they were not installed according to the manufacturer's instructions, were not properly used, maintained, or were subject to any damaging event or damaged due to improper use, negligence in storage, transportation, and other handling by the buyer. The warranty also does not apply when the repair or replacement of components or any intervention in them in any way is carried out by someone other than SOLTEC or by a third party expressly authorized by SOLTEC.

All damages to supporting structures that arise from:

- loads greater than structural loads according to Eurocode EC-1 or any other circumstances beyond SOLTEC's control
- natural forces, force majeure, or other unforeseeable events that could not be expected, avoided, or diverted (fires, earthquakes, explosions, lightning strikes, or other extreme weather conditions)
- improper maintenance and inappropriate experiments by the buyer, excessive snow and wind loads (detailed breakdown by zones), and other external excessive loads, considering the specified capacity of individual components.

All costs of dismantling (travel costs, mileage costs, labor costs, and others) of any defective components and the cost of reassembly of repaired or replaced components, as well as any other damage to the property that may occur in connection with the supporting substructures, are excluded from the warranty. Also excluded from the warranty are all transportation costs in the event of the return of components to SOLTEC, as well as the costs of delivering repaired or replaced components.

8. WARRANTY CLAIMS

This warranty represents the exclusive remedy available to the buyer or user of supporting structures, except for rights and warranties to which the buyer or user is entitled under applicable Slovenian law. SOLTEC is not liable for any damage, injury, or loss of income or profit arising or in any way connected with supporting structures, unless expressly stated otherwise by SOLTEC.

To enforce this warranty, the buyer or user must notify SOLTEC in writing of the alleged defect. On the standard form provided with the purchase of supporting structures or published on the official website soltec.si, the buyer must submit each notice of a defect, along with the original invoice proving the date of purchase, information about the supporting structures,

and high-resolution photographs of alleged defects. The notice of the alleged defect must be submitted by the buyer or user within 15 days from the moment the defect in material and/or manufacture is first noticed. In any case, the notice of the alleged defect must be submitted no later than 45 days from its occurrence. The burden of proof regarding the alleged defect and its circumstances rests with the buyer or user. At the express written request of SOLTEC, the buyer must submit the supporting structures to SOLTEC for inspection and analysis within 30 days to perform the necessary measurements and comprehensively determine the actual condition of the alleged defect in the supporting structures; otherwise, the warranty is not valid. Likewise, the buyer or user must, within 30 days from the express written request of SOLTEC, provide SOLTEC with additional requested information or documentation related to the enforcement of the warranty. Otherwise, the warranty is not valid, and SOLTEC concludes the warranty process.

Enforcement of the warranty is only possible if the claim is made to SOLTEC, and with third parties only if SOLTEC expressly agrees in writing. The return of supporting structures to SOLTEC is allowed only with prior written confirmation from SOLTEC.

To claim rights under this warranty, contact one of the following SOLTEC addresses directly: Obrtna ulica 9, 8257 Dobova, Slovenia, email: info@soltec.si, phone: +386 7 620 04 22.

9. COMPLAINTS

All complaints related to irregularities or damages to received goods must be reported within 45 days of receiving the goods. The buyer reports the complaint by stating the project number. If the complaint is acknowledged and confirmed by SOLTEC, a free replacement of the goods will be carried out at the expense of the seller.

10. CONFIDENTIALITY AND OTHER DATA PROTECTION

Without the prior written consent of the seller, the buyer may not disclose, publish, or disseminate confidential and other information received during negotiations with the seller regarding the conclusion and implementation of business cooperation to any legal or natural person.

The buyer also agrees to exercise reasonable care in preventing any unauthorized disclosures of confidential information, in no case with less care than that used to protect its most confidential information.

11. JURISDICTION

By placing an order with the seller, the buyer declares that they are fully acquainted with these general terms and conditions and accept all provisions of these general terms and conditions of business.

Unless mandatory rules of the country where the buyer has permanent residence stipulate otherwise, the validity of these general terms and conditions and the fulfillment of all obligations under the specific contractual relationship are governed by the valid law of the Republic of Slovenia.

SOLTEC and the buyer will resolve any disputes amicably. If this is not possible, disputes arising from the specific contractual relationship or these general terms and conditions will be resolved by the competent court in Krško.

12. GENERAL PROVISIONS

The general terms and conditions come into effect on November 1, 2023.

Soltec d.o.o.

Director

Miroslav Požar, MBA, ing.