## General Terms and Conditions effective as of 01 January 2025

# GENERAL TERMS AND CONDITIONS OF KRANNICH SOLAR S.R.O.

## I. Introductory Provisions

1. These General Terms and Conditions of the Seller (hereinafter referred to as the "GTC") apply to the purchase of goods from the seller Krannich Solar s.r.o., Company ID No.: 291 83 766, Tax ID No.: CZ29183766, with its registered office at Brno, Škrobárenská 485/14, Postal Code 617 00, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File No. 63926, and govern the rights and obligations between the seller and the buyer.

2. These GTC constitute terms and conditions within the meaning of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and shall apply to all sales of goods by the seller where the buyer is a legal entity or a person acting within the scope of their business activity or independent profession when ordering goods.

3. These GTC are the sole terms and conditions applicable to the contractual relationship between the seller and the buyer; the use of any other terms and conditions, in particular any terms and conditions of the buyer, is excluded. A response by the buyer pursuant to Section 1740(3) of the Civil Code containing an amendment or deviation from the offer or these GTC shall not constitute acceptance of the offer to conclude a contract, even if it does not substantially alter the terms of the offer or these GTC.

4. By concluding a framework purchase agreement or a purchase contract, the buyer declares and confirms that they have familiarized themselves with these GTC and agree to them. These GTC form an integral part of every individual framework agreement and purchase contract concluded.

5. Provisions deviating from these GTC may be agreed in a framework agreement and/or an individual purchase contract and always only in writing. Deviating provisions in a framework agreement and/or purchase contract shall prevail over these GTC. Unless otherwise stipulated in these GTC, Sections 2079 et seq. of the Civil Code shall apply to relations between the seller and the buyer.

## II. Conclusion and Content of the Purchase Contract

1. The contractual relationship between the seller and the buyer arises:

   a) by concluding an individual purchase contract, or

   b) by concluding a written framework purchase agreement, by which the seller and the buyer agree on the general terms of delivery of goods, binding for the duration of the framework agreement and the subsequent individual purchase contracts,

   (hereinafter the individual purchase contract and partial purchase contract jointly referred to as the "purchase contract").

2. The conclusion of a purchase contract is usually preceded by an inquiry from the buyer and a price quotation from the seller, on the basis of which the buyer issues a binding written order and the seller confirms the order in writing. The buyer submits a proposal to conclude a purchase contract by a written order sent to the seller's email address: orders@cz.krannich-solar-com. A properly submitted order must include the seller's quotation number and the following details: item number, full product name, requested quantity in relevant units, purchase price, requested delivery date; further details may be specified by the buyer by reference to the quotation, which must be attached to the email in .pdf format.

   If the order is incomplete, the seller will not consider it. In the case of repeated cooperation, the seller allows orders without specifying the purchase price (i.e., without prior quotation); in such case, the purchase price stated in the seller's order confirmation shall apply. The order confirmation must be made expressly. If the seller accepts the order, it will confirm this to the buyer in writing within 5 working days, including the expected delivery date. The purchase contract is concluded upon delivery of the order confirmation to the buyer.

3. A purchase contract may also be concluded via the seller's B2B ordering system operated on the website https://shop.krannich-solar.com/ through the web interface (hereinafter the "B2B e-shop"). The buyer places an order by submitting the order form by clicking "Order". The seller will promptly acknowledge receipt of the order via the buyer's contact email address (this does not constitute order confirmation). The order confirmation must be expressly issued by the seller. If accepted, the seller will confirm the order in writing within 5 working days, including the expected delivery date. The purchase contract is concluded upon delivery of this confirmation. Further details are set out in Article IX of these GTC.

4. The seller is obliged to deliver the goods to the buyer in accordance with the confirmed order and enable the buyer to acquire ownership of the goods. The buyer is obliged to take delivery of the goods as specified in these GTC and to pay the purchase price and transport costs in accordance with the agreed payment terms.

5. The seller excludes the conclusion of purchase contracts in any form other than written (e.g., orally or by phone). Written form is deemed fulfilled for orders, order confirmations, and order cancellations under Article II(6) and (7) and Article IV(2) when using email communication from the parties' contact email addresses. The parties do not require the use of a qualified electronic signature. Legal acts performed via email from a contact address provided or published are binding even in simple message form with attachments in .pdf format.

6. If a purchase contract is concluded by the seller confirming an order that did not specify the purchase price, the buyer is entitled to cancel the order within 2 working days without any penalty (withdrawal with retroactive effect). This does not affect the possibility of concluding a new agreement for the same subject matter. If the buyer does not exercise this right within the specified period, they agree to the purchase price set by the seller in the order confirmation.

7. The buyer is entitled to cancel an individual order by paying a cancellation fee, notifying the seller in writing. By paying the cancellation fee, the obligations under the purchase contract are terminated similarly to withdrawal from the contract. The seller allows cancellation with a fee even if the buyer has already paid the purchase price (or part thereof) in advance; in such case, the seller's claim for the cancellation fee shall be set off against the buyer's claim for refund of the advance payment.

   The cancellation fee agreed by the parties is:

   - for standard goods: 50% of the purchase price plus VAT,
   - for unique goods (i.e., custom-made goods or goods based on special requirements of the buyer): 100% of the purchase price plus VAT.

## III. Purchase Price and Payment Terms

1. The purchase price is agreed in the purchase contract. Unless stated otherwise, the price specified in the seller's order confirmation shall apply. Value added tax (VAT) shall be added to the purchase price at the statutory rate unless otherwise provided by law.

2. The purchase price does not include transportation costs.

3. The supply of goods by the seller is subject to VAT. The seller shall issue a tax document in accordance with applicable legal regulations. For goods subject to the reverse charge mechanism under applicable law (hereinafter "selected goods"), VAT shall be declared by the buyer in accordance with the applicable legal regulations, provided the buyer is a VAT payer. If the buyer is a VAT payer, the following applies to selected goods: the seller (as the taxable person making the supply) and the buyer (as the taxable person receiving the supply) agree to apply the reverse charge mechanism also to taxable supplies consisting of selected goods with a total taxable amount lower than the

threshold set by the implementing regulation to the VAT Act; such supplies shall be deemed subject to the reverse charge mechanism. Accordingly, the reverse charge mechanism shall apply to all selected goods regardless of the taxable amount. For information, as of 01 January 2025, the threshold set by Government Regulation No. 361/2014 Coll., as amended, is CZK 100,000.

4. For deliveries of goods with the place of supply in the Czech Republic or Slovakia, the purchase price includes a recycling fee in accordance with legal requirements—an advance payment for future environmentally compliant disposal through a collective system in which the seller participates, as stated in the order confirmation. The amount of the recycling fee is specified in the current Recycling Fee Schedule.

5. If agreed in the purchase contract or framework purchase agreement, the seller is entitled to require the buyer to pay an advance or the full purchase price prior to dispatch or delivery of the goods. Section 2119(1) of the Civil Code shall not apply. The advance shall be invoiced immediately after conclusion of the purchase contract and is payable within 10 days from the date of contract conclusion.

6. The currency of the monetary obligation is agreed in the purchase contract. Unless stated otherwise, the currency specified in the seller's order confirmation shall apply.

7. The due date of the purchase price and transport costs is agreed in the purchase contract or framework agreement. The seller shall issue an invoice upon dispatch of the goods. The date of taxable supply is the date of dispatch.

8. Invoices shall contain all statutory requirements of a tax document. Invoices and other tax documents shall be sent electronically by email to the contact email address, even without a qualified electronic signature. The parties agree that an invoice is deemed delivered on the day it is sent electronically. Paper invoices will not be issued. The seller reserves the right to send a paper invoice at any time during the contractual relationship.

9. Payments shall be made by bank transfer to the seller's account. Payment is deemed made upon crediting the seller's bank account.

10. For payments involving transfer fees, each party shall bear the fees of its own bank. If this is breached, the buyer undertakes to reimburse the seller for any fees charged by the buyer's bank.

11. Payments shall be made in the currency according to Article III(5) of these GTC. The seller confirms that it maintains bank accounts in each currency used for order confirmations. Account details and currency allocation are specified in the invoice.

12. The seller reserves the right to charge the buyer all costs arising from failure to comply with Article III(10), including exchange rate differences where outgoing and incoming currencies differ.

13. In the event of delay in payment, the seller is entitled to claim a contractual penalty of 0.15% of the outstanding amount per day of delay. If the delay exceeds 15 days, the seller is entitled to withdraw from the purchase contract. The right to full compensation for damages remains unaffected. The penalty is payable within 10 days of delivery of the seller's demand together with the relevant invoice.

14. In the event of delayed payment, the seller is entitled to suspend deliveries until full settlement, including already confirmed orders or contracts. During this suspension, the seller is not in default. Delivery periods shall be extended accordingly.

15. The buyer may instruct a third party to perform payment obligations. If such third party performs properly, the seller shall accept it as performance by the buyer.

## IV. Delivery Terms

1. The delivery period is determined by the seller. The estimated delivery date is specified unilaterally by the seller in the order confirmation, considering the requested date and availability of goods.

2. If the confirmed delivery date differs from the buyer's requested date, the buyer may cancel the order within 2 working days without penalty. If not exercised, the buyer accepts the delivery date specified by the seller.

3. The seller shall notify the buyer of the exact delivery date without undue delay once the goods are available, at least 1 working day in advance.

4. The buyer acknowledges that delivery times may depend on production by manufacturers. The seller may reasonably extend delivery times due to unforeseen circumstances, market conditions, or extraordinary events in supply chains or transport. The buyer shall be informed in writing via email.

5. Goods shall be packed and delivered in customary packaging, as determined by the seller.

6. The goods include installation and user manuals, which are published and freely available on the manufacturer's or seller's website and are usually supplied in printed form. The obligation to provide manuals is fulfilled by such publication. Manuals are typically in English; the seller is not obliged to provide Czech translations.

7. Unless explicitly excluded, the seller may make partial deliveries, provided the buyer is notified in advance by phone or email.

8. The place of performance (delivery) is chosen by the buyer in the order—either the seller's premises or another location. If not specified, the seller's premises shall apply. The method of delivery is determined by the seller.

9. Delivery and acceptance:

   a) If the place of performance is the seller's premises, the buyer must collect the goods in full within the date specified or within 5 days of notice. Delivery costs are borne by the seller; collection costs by the buyer. Further transport costs are borne by the buyer.
   b) If delivery is to another location, the seller may use a third-party carrier. The carrier acts on behalf of the seller. Transport costs are borne by the buyer and specified in the order confirmation.

10. The buyer shall confirm receipt of goods by signing a delivery note, transport document (e.g. CMR), or similar document.

11. The buyer must inspect goods upon receipt. Any visible defects must be noted in delivery documents, documented by photos, and reported immediately in writing (email sufficient). The buyer must check completeness and quality within 7 days and notify any defects within this period. This applies even when delivery is made directly to the buyer's customer.

12. If the buyer fails to accept the goods, they must reimburse costs incurred by returning the goods to the seller or carrier, including reclaiming goods not accepted from the carrier. This does not affect the seller's right to damages.

13. If the buyer fails to accept the goods, the seller is entitled to charge storage fees of 10% of the purchase price for each commenced 14-day period of delay.

## V. Ownership of Goods and Transfer of Risk

1. The seller reserves title to the subject of purchase. Ownership of the subject of purchase passes to the buyer upon full payment of the purchase price in accordance with Article III of the GTC and upon acceptance of the goods in accordance with Article IV of the GTC.

2. The risk of damage passes to the buyer at the moment the buyer takes over the goods from the seller or, if the buyer fails to do so in due time, at the moment the seller enables the buyer to dispose of the goods.

3. In the event of withdrawal from the contract by the seller due to the buyer's delay in payment exceeding 60 days pursuant to Article III of the GTC, the seller is entitled, upon prior notice, to enter the buyer's premises and dismantle and remove the subject of purchase. The costs associated with this shall be borne by the buyer. The buyer is entitled to be present during dismantling. The buyer agrees to this procedure and undertakes to enable the seller to exercise these rights. This shall also apply if the buyer does not hold the subject of purchase (e.g. due to transfer to a third party); in such case, the seller is entitled to dismantle and remove the subject of purchase from such third party. The buyer undertakes to ensure that the seller's rights to dismantle and remove the goods are enforceable vis-à-vis such third party. Upon removal, the risk of damage passes back to the seller at the moment of removal.

## VI. Liability for Defects and Complaints

1. The rights and obligations of the parties regarding defective performance shall be governed by Sections 2099 et seq. of the Civil Code unless otherwise provided herein.

2. The seller does not provide a quality guarantee. Product descriptions, images, and technical data constitute a description of performance, not a guarantee. Any warranty mentioned in the seller's offer or order confirmation is exclusively the manufacturer's warranty. Such warranty is typically provided by the manufacturer (or importer), who sets the warranty period and conditions. Warranty terms are available on the manufacturer's website. The seller is liable only for defects existing at the time the risk of damage passes to the buyer, even if they manifest later, and for defects caused by breach of the seller's obligations. The seller will assess the complaint and, if it concerns a warranty defect, may forward the claim to the manufacturer or importer and provide cooperation. The warranty period always runs from the first transfer of risk; replacement or repair does not initiate a new warranty period.

3. The goods have agreed properties and are suitable for agreed or usual purposes. Unless otherwise agreed, the seller provides performance corresponding to the state of the art. The buyer is solely responsible for suitability and safety for specific use. Minor deviations do not constitute defects. The seller reserves the right to minor changes in performance. The buyer shall accept standard deviations in quality, quantity, weight, or other characteristics, even if referencing brochures or drawings, unless explicitly agreed otherwise. The seller warns of possible technical deviations, particularly in color, frame height, or module size.

4. Unless explicitly agreed otherwise in writing, the goods are not intended for use in life-support systems, nuclear facilities, military applications, aviation or space, or other uses where failure could endanger life or cause catastrophic damage. Use in such conditions is at the buyer's own risk. The buyer shall indemnify the seller upon request, including legal costs.

5. The seller is not liable for defects caused by improper installation, modification, repair, improper handling, misuse contrary to manuals or standards, defective storage or transport, improper maintenance, excessive load, unsuitable materials, or circumstances beyond control. In such cases, liability for damages is also excluded.

6. The buyer must assert defect claims in writing without undue delay after discovery; otherwise, claims lapse. The buyer must cooperate and follow the Complaint Procedure (Annex 1). The seller warns that, due to the nature of goods, defective components must remain installed (e.g. at the end customer's site) to allow remote inspection by the manufacturer. Removing components without agreement nullifies warranty rights. The seller may refuse claims for removed components sent without prior agreement. If goods are returned, the entire item must be sent in original packaging or as agreed. Failure to follow procedures may result in a service fee per the Service Price List (Annex 2), even for justified claims.

7. The time for handling complaints depends on product type, availability, and manufacturer response times, and is not limited by deadlines applicable to the buyer's end customer.

8. If goods are defective, the buyer may request remedy. The seller may choose repair or replacement. If defects are not remedied within a reasonable time (at least 60 days), the buyer may withdraw or request a price reduction.

9. Filing a complaint does not affect the buyer's obligation to pay the full purchase price on time. The buyer may not reduce or withhold payment pending resolution. The seller is only obliged to process complaints after payment has been made in full.

10. The seller does not reimburse costs related to complaints (e.g. dismantling, reinstallation, transport, service visits). If the complaint is unjustified, the seller may charge costs according to the Service Price List.

11. Unless agreed otherwise, the buyer must collect goods after complaint resolution within 30 days. Failure to do so entitles the seller to charge storage fees (10% of purchase price per 14 days). After 30 days of delay, the seller may dispose of the goods and claim associated costs.

12. The seller is not liable for defects or damages caused by force majeure. Furthermore, the seller is not liable for:

    a) indirect damages (e.g. lost profit, penalties, inability to use goods, legal costs),

    b) fines or penalties imposed on the buyer,

    c) payments to third parties arising from product liability or delay,

    d) damages:

    1. to items worked on by the buyer if caused by defective work,
    2. to defective products supplied by the buyer,
    3. caused by installation in unsuitable conditions,
    4. caused by defects previously notified by the seller,

    e) costs or losses related to product recalls.

    In all other respects, liability for defects shall be governed by the Civil Code.

## VII. Withdrawal from the Contract

1. The seller is entitled to withdraw from the purchase contract under the conditions set out in Sections 2001 et seq. of the Civil Code and/or these GTC. The seller is entitled to withdraw from the purchase kontrakt in particular in the following cases:

   a) delay by the buyer in the payment of any monetary obligation or part thereof exceeding 60 days after the due date, including in relation to previously confirmed orders or purchase contracts,
   b) insolvency proceedings are initiated against the buyer,

   c) enforcement (execution) proceedings are initiated against the buyer.

2. Withdrawal from the contract by the seller does not affect the seller's right to claim damages. Withdrawal also does not affect the buyer's obligation to pay contractual penalties under these GTC. If the contract concerns unique goods (custom-made or based on specific buyer requirements), the buyer shall pay the seller a lump-sum compensation equal to 100% of the total purchase price; such claim shall be set off against any advance payment made.

3. The buyer is entitled to withdraw from the purchase contract under the conditions set out in Sections 2001 et seq. of the Civil Code and/or these GTC.

4. Withdrawal must be made in writing (hard copy or electronically via data box or email using a qualified electronic signature).

## VIII. Other Provisions

1. The parties shall be released from their obligations, in whole or in part, if performance is prevented by force majeure. Force majeure includes unavoidable events that could not reasonably have been foreseen at the time of contract conclusion and that prevent performance, such as war, invasion, mobilisation, expropriation, embargo, riots, terrorism, strikes, natural disasters (floods, fires, earthquakes), radioactive contamination, delays in supply due to geopolitical or natural causes, epidemics, government decisions, or emergency public authority measures. The affected party must notify the other party without undue delay, no later than 10 days after occurrence, and also notify when such circumstances end. Evidence must be provided upon request. If force majeure lasts more than 6 months, the parties shall seek an acceptable solution; failing agreement, either party may withdraw from the contract. Force majeure does not apply to circumstances arising when the affected party is already in default or due to its economic situation. It excludes contractual penalties and claims for damages.

2. The buyer may not assign claims against the seller without the seller's written consent.

3. The seller may set off its claims, including time-barred ones, against the buyer's claims. The buyer may only set off claims acknowledged by the seller.

4. The buyer agrees to extend the limitation period for all of the seller's rights under the contract to 10 years from the date it begins to run.

5. The buyer assumes the risk of change of circumstances under Section 1765(2) of the Civil Code.

6. The seller acts as a data controller and processes personal data in accordance with GDPR (Regulation (EU) 2016/679), including identification and contact details of the buyer (if natural person), its representatives, employees, and end customers. The legal basis is contract performance and legal obligations (e.g. accounting, taxation). Data is processed to fulfil orders and contractual obligations. Provision of data is necessary to conclude the contract. Data is retained for the duration of the contract and for 4 additional years unless longer retention is required by law. Data subjects have rights under GDPR (access, rectification, erasure, restriction, objection, portability) and may

file complaints with the Data Protection Authority. The seller ensures appropriate security measures; access is limited to authorized persons. Processing is governed by the seller's Privacy Policy.

7. All disputes shall be finally settled by arbitration before the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber, by a sole arbitrator appointed by the court's chairman. Arbitration shall take place in Brno.

## IX. Provisions for the B2B E-shop

1. The seller may allow the buyer to register in the B2B e-shop at its discretion.
2. Based on the Buyer's registration in the B2B e-shop, the Buyer may access its user interface. Through this user interface, the Buyer may place orders for goods (hereinafter referred to as the "User Account").
3. When registering on the website and when ordering goods, the Buyer is obliged to provide all information accurately and truthfully. The Buyer is obliged to update any data entered in the User Account without undue delay whenever such data changes. The Seller shall consider the data provided by the Buyer in the User Account and when placing orders to be correct.
4. Access to the User Account is secured by a username and password. The Buyer is obliged to maintain confidentiality regarding all information necessary for access to its User Account.
5. The Buyer is not entitled to allow third parties to use the User Account.
6. The Seller may cancel the User Account at any time, in particular if the Buyer has not used its User Account for more than 36 months or if the Buyer breaches its obligations under the purchase agreement (including the GTC).
7. The Buyer acknowledges that the User Account may not be available on a continuous basis, in particular due to necessary maintenance of the Seller's hardware and software systems or those of third parties.
8. All presentations of goods placed in the web interface of the shop are of an informational nature only, and the Seller is not obliged to conclude a purchase agreement regarding such goods. Section 1732(2) of the Civil Code shall not apply.
9. In the event of an obvious technical error on the part of the Seller in stating the price of goods in the B2B e-shop or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer at such clearly erroneous price, even if an order confirmation has been sent to the Buyer in accordance with these GTC. The Seller shall inform the Buyer if the price indicated for the goods in the B2B e-shop or during the ordering process is incorrect.

## X. Export Control Provisions

1. The Buyer shall, in the event of any transfer of the goods or services provided by the Seller to third parties, comply with all applicable domestic and international export control regulations. In particular, the Buyer shall comply with the export control laws and regulations of the European Union, the United States of America, and the Federal Republic of Germany.
2. Prior to any transfer of the goods or services to third parties, the Buyer shall ensure, through appropriate due diligence and measures, that such transfer or provision does not violate any applicable embargoes, in particular those imposed by the European Union and the United States of America, including the prohibition of circumvention.
3. The Buyer shall further comply with the applicable provisions of European and U.S. sanctions lists in relation to any business transactions with the entities, individuals, or organizations listed therein. The Buyer shall also ensure that the use or further transfer of the goods and services will not serve any military or armament-related purposes that are prohibited or subject to authorization, unless all required permits or authorizations have been duly obtained.

4. Where required in the course of any audit or inspection, the Buyer shall, upon request, provide the Seller without undue delay with all necessary information regarding the final destination, end user, and intended use of the goods and services supplied by the Seller.

5. The Buyer shall notify the Seller of any claims asserted by third parties arising from non-compliance with the above export control obligations. The Buyer shall be fully liable for any such violations and shall indemnify and hold the Seller harmless from any damages, costs, or expenses incurred as a result thereof.

## XI. Final Provisions

1. Each Party shall, without undue delay, notify the other Party in writing or by electronic mail to its contact e-mail address of any changes to the information provided at the time of conclusion of the purchase agreement, including changes to its contact e-mail address, occurring during the term of the agreement.

2. Should any provision of these GTC, the framework purchase agreement, or the individual purchase agreement be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions, unless the nature or content of such provision indicates that it cannot be severed from the rest of the agreement. In the event that any provision becomes invalid or unenforceable, the Parties shall commence negotiations in order to replace such provision with a valid and enforceable provision that most closely reflects the original economic intent of the Parties.

3. Any rights and obligations not governed by these GTC, the framework purchase agreement, or the purchase agreement shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. The Seller is entitled to unilaterally amend these GTC, in particular with respect to: the determination of time limits for the performance of individual obligations, procedures for exercising rights, including the complaint procedure, amendments to the service price list and individual service fees, changes resulting from amendments to applicable laws, including those having a financial impact on the Seller. The Seller shall notify the Buyer of any amendments to the GTC in writing or by electronic mail to the Buyer’s contact e-mail address. The provisions regarding written form set out in Article II(4) of these GTC shall apply accordingly. Such amendments shall not affect purchase agreements already concluded between the Parties. In the event of an amendment to the GTC, the Buyer shall have the right to reject such amendment within 14 days from the date the notice was sent by the Seller. If the Buyer fails to do so, the amendment shall be deemed accepted. If the Buyer expressly rejects the amendment within the given period, the Buyer shall at the same time terminate the purchase agreement with one month’s notice. Such termination shall not affect the rights and obligations of the Parties arising from purchase agreements already concluded.

5. These GTC shall become effective for obligations arising from 1 January 2025.