

§ 1. APPLICABILITY

The following General Terms & Conditions (hereinafter "GTC") in its most updated version at the time of the sales confirmation exclusively and automatically applies to the business and legal relationship between Seller and Buyer, even if Buyer fails to sign the GTC, on the condition that Buyer merely acknowledges its expression of consent to the GTC. Seller does not accept any other variant terms, unless Seller expresses his approval to these terms in written form explicitly. Buyer accepts this GTC when concluding a contractual relationship with Seller without any objection to the GTC.

The substantial laws of the People's Republic of China shall apply to this General Terms & Conditions and to the entire business and legal relationship between Seller and Buyer.

UCP600, URDG758 and INCOTERMS in its most updated version at the time of the conclusion of the contractual relationship apply as well.

§ 2. CONCLUSION OF CONTRACTUAL RELATIONSHIP

1. Offers and/or quotations from Seller are non-firm unless they are accepted by Buyer without any material changes in explicit terms.

2. The orders and/or indents from Buyer are binding offers. For the digital orders issued by Buyer via electronic way, the digital orders shall be binding upon Buyer even there is no signature of the Buyer on the digital orders. A contractual relationship of the order comes into existence and effect when i) an order confirmation is sent out by Seller and/or ii) a commercial contract is executed by the Parties and/or iii) delivery or shipment is made by Seller and the earliest date is prevail.

3. All contractual liabilities and obligations shall be governed by this GTC and any additional terms and conditions agreed by the Parties. Information about the goods as shown by samples and/or in any marketing materials such as brochures serves only illustrative purposes and shall not constitute binding obligations on Seller unless Seller has otherwise agreed explicitly in writing. Likewise, public praise or advertisement establishes no contractual obligations of Seller.

4. Seller reserves the right to make changes after the order confirmation has been sent out, so long as these changes do not contradict materially with the sales confirmation or the specifications of the goods. Buyer will consent to the consequential changes as long as these changes are not unreasonable to Buyer. For the reason of continuous technical innovation, the Seller shall be entitled to adjust the specification, index, illustration, datasheet and installation manual of the goods at any time without any further notice. The Buyer shall request the latest version for such as contract and make it a consisting and binding part of lawful documentation duly signed by both Parties.

5. All documents, e.g., calculations, designs, etc., which have been delivered to Buyer for the purpose of placing an order, remain the property and confidential information of Seller, who also reserves the copyright thereof. These documents or information may not be duplicated or made accessible to any third party by Buyer without explicit written consent of Seller. The Seller reserves the right to request the Buyer to return these documents to Seller immediately if Buyer fail to make an order within two weeks from the date of sending documents by Seller or if Seller rejects the order of Buyer.

6. Any electronic communication between Seller and Buyer shall be considered to be a "writing" and/or "in writing". The electronic communication system used by Seller will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

§ 3. PRICE & PAYMENT TERMS

1. The price shall be based on the Incoterm set forth in the order confirmation or commercial contract.

2. Any special package required by Buyer shall be subject to Seller's approval and such extra cost shall be borne by Buyer. The price is exclusive of all applicable federal, state, provincial, and local sales, use, value added, or similar taxes or charges (the "Applicable Taxes"). If Seller is required by law to pay or collect from Buyer the Applicable Taxes, Seller will separately invoice Buyer for such Applicable Taxes. In case the goods purchased from Seller are for resale, Buyer shall provide Seller a valid resale/exemption certificate before delivery.

3. The payments to be made by Buyer shall be the full amount and within the deadline specified in the order confirmation/commercial contract and the invoice. The time of payment shall be the time when the value of payment is remitted into the bank account of the Seller. Any sub-charges or commission charged by the transmitting banks will be taken by the Buyer.

4. If Buyer delays on payment, Seller may, without prejudice to any other rights of Seller, charge interest on any overdue

payment at the rate of twelve percent (12%) per annum or the maximum interest rate permitted under applicable law, from the due date computed on a daily basis until all amounts outstanding are paid in full. Buyer shall also compensate Seller for all costs and expenses incurred by Seller with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs, arbitration fees, and other expenses of litigation). Should Buyer delay the whole or a part of the payment, all payment obligations are thus immediately due. Any late payment will cause the corresponding delay in delivery of goods and Seller shall not be liable for such late delivery of goods. In the case of late delivery due to late payment by Buyer, Buyer shall be liable for any additional costs incurred thereby such as warehouse charges, demurrage charges and/or any fees charged by the customs and shall bear all the risk of damages or customs detainment of the goods. For any open amount payment, Seller will perform delivery subject to a granted credit limit such as a bank guarantee or a credit insurance. In case the credit limit is not available or insufficient to Buyer, Seller may require Buyer to prepay any credit overage before goods delivery without any liability.

5. Defective or delayed deliveries do not relieve Buyer from payment obligations.

6. Buyer is not entitled to offset or retain any payment without written consent of Seller.

§ 4. DELIVERY

1. Delivery deadlines and periods are agreed upon by Seller and Buyer order by order in writing. Unless expressly stated otherwise in order confirmation or commercial contract, any dates for delivery of the goods are estimates. If the date of delivery is the weekend day or holiday, the date of delivery shall be postponed to the next working day after the lapse of the period.

2. In the event of a delivery delay due to the reasons beyond reasonable control of Seller, including but not limited to any acts of customhouse, failure of cargo vessel or suspended docking in the port of departure on the part of shipping company, Seller shall notify Buyer by sending a Written Delay Notice within 2 working days after the date of occurrence, and the delivery deadline shall be extended on a day-for-day basis to accommodate such delay.

3. Buyer's wrongful non-acceptance or rejection of goods or cancellation or repudiation of a confirmed order/commercial contract or Buyer's delay in taking delivery shall entitle Seller to recover from Buyer, in addition to any other damages caused by such action: (i) in the case of goods which cannot be resold by Seller to a third party, the price of such goods; or (ii) in the case of goods which can be resold by Seller, damages equal to the differences between the sales price to a third party and the price agreed by Seller and Buyer; and (iii) any reasonable costs incurred due to Buyer's wrongful non-acceptance or delay in taking delivery, including but not limited to the storage costs, demurrage fee, container fees, transportation costs, liquidated damages, etc.

6. The Seller is entitled to expedite the delivery of the Goods if any shipment, lot or batch is delayed. Both the Seller and the Buyer admit that the main purpose of the Contract or PO is to deliver the sufficient commodities to the Buyer. From the principle of "No harm, No remedy", it will be considered not delayed if the Goods can be able to expedite before or on the time when the Goods is planned to arrive at the place of destination or it will be considered to be slightly and trivially delayed if the Goods delayed will cause no harm to the Buyer.

§ 5. INSPECTION OF GOODS

1. Buyer shall immediately inspect the delivered goods for the quantity and any apparent damage or visible defect upon receiving the goods.

2. Complaints about the goods shall be made in writing with reasonable evidence and must reach Seller no later than fourteen (14) days from the date of goods arrival in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery; otherwise, goods shall be deemed to have been accepted by Buyer. Use, installation or processing of the goods shall be deemed to be an unconditional acceptance of the goods and a waiver of all claims in respect of the quantity or apparent defects of goods.

3. Upon receiving the complaints from Buyer, Seller shall have the right within a reasonable period to confirm that such goods should be rejected. Any damaged goods so confirmed shall be deemed rejected and Seller shall promptly repair or replace the rejected goods in accordance with Seller's Limited Warranty for PV Modules.

4. Seller's Limited Warranty for the Goods is excluded or

precluded if the Buyer fails to perform its obligations.

§ 6. RISK TRANSFER

1. Risk of loss or damages of the goods shall pass to Buyer upon delivery no matter who bears the transportation costs.

2. If Buyer delays in taking delivery or wrongfully rejects acceptance, the risk of loss or damages of the goods shall pass to Buyer at the time Seller completes delivery no matter whether the goods are accepted by Buyer or not.

§ 7. RESERVATION OF PROPRIETARY RIGHTS

1. The goods remain the property of Seller until the complete settlement of all outstanding payments owed by Buyer to Seller. The Seller is entitled to claim back the Goods at Buyer's expense if the Buyer fails to pay off the total payments.

If the goods are mixed, blended or connected with other objects which do not belong to Seller, Seller acquires thus joint ownership of these new objects in an amount proportional of the goods delivered by Seller to the objects not belonging to him, with which the goods of Seller have been mixed, blended or connected. The goods, of which Seller has a joint ownership, will also be designated as goods subject to retention of title hereafter.

Buyer shall use reasonable scrutiny in the processing and storage of these objects with joint ownership and shall at all times keep such objects covered by commercially reasonable insurance policies against damages and destruction. In the event of damages or destruction, Seller shall be entitled proportionately to the proceeds of the insurance policy, but in no event shall such amount be lower than the outstanding payments owed by Buyer to Seller.

2. Buyer is entitled to handle, dispose of and sell the goods subject to retention of title upon Seller's prior written consent.

3. Buyer hereby transfers to Seller the rights to the account receivables together with all incidental rights from the re-selling of the goods subject to retention of title.

4. Seller is authorized to collect the account receivables transferred to him, so far as Buyer has not fulfilled his payment obligations.

5. Buyer is obliged to provide Seller with all information necessary to collect the transferred receivables, and to allow the examination of these information.

6. Buyer shall not pledge or create any security interest on the goods subject to retention of title and/or on the account receivables transferred to Seller without Seller's prior written consent. Any pledge or security created in violation of this clause is void.

§ 8. SUSPENSION AND TERMINATION

1. Either party may terminate the contractual relationship, only if (a) the other party is in default of performance of its obligations and fails to cure such default within thirty (30) days after receiving a written notice of default, or (b) if either party has reasonable doubts with respect to the other party's performance of its obligations and such party fails to provide adequate assurance of its performance within thirty (30) days of demand for such assurance; or (c) if the other party becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against the other party or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of the other party or if the other party enters into a deed of arrangement or makes any assignment for the benefit of its creditors.

2. In case termination by Seller according to the above paragraph 1., without prejudice to any other rights of Seller, Seller may by written notice forthwith (i) demand re-delivery and take repossession of any delivered goods which have not been paid for, for which purpose Buyer hereby grants an irrevocable right and license to Seller to enter upon all or any of the premises where the goods are or may be located; and/or (ii) suspend its performance for outstanding delivery of goods unless Buyer makes such payment for goods on a cash in advance basis or provides adequate assurance of such payment for goods to Seller; without any intervention of courts being required.

In any such event of (i) and/or (ii), all outstanding claims of Seller shall become due and payable immediately with respect to the goods delivered to Buyer and not re-possessed by Seller.

§ 9. LIABILITY EXCLUSIONS

1. THE LIABILITY OF SELLER FOR ANY AND ALL CLAIMS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE GOODS AND THE USE THEREOF SHALL UNDER NO CIRCUMSTANCES EXCEED THE SUM OF PAYMENTS ACTUALLY RECEIVED BY BUYER FOR THE GOODS THAT ARE THE SUBJECT OF THE CLAIM. UNDER NO

CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY KIND OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGE OR LOSS, COST OR EXPENSE, INCLUDING WITHOUT LIMITATION, DAMAGE BASED UPON LOSS OF GOODWILL, LOSS OF SALES OR PROFITS, WORK STOPPAGE, PRODUCTION FAILURE, IMPAIRMENT OF OTHER GOODS OR OTHERWISE, AND WHETHER ARISING OUT OF OR IN CONNECTION WITH BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE OR OTHERWISE.

2. The liability exclusions or limits depicted in this Section § 9 do not apply to damages resulting from the injuries of life, of bodies or health, which are caused by the negligent breach of a Party or any person for whose actions a Party is legally liable, nor to damages caused by the gross negligence, willful misconduct or fraud of a Party or any person for whose actions a Party is legally liable.

§ 10. GUARANTEE ON CONFORMITY OF GOODS TO CONTRACT

1. The warranty for PV Modules shall refer to Seller's Limited Warranty for PV Modules as set forth in the Exhibit.

2. Under justified complaints, Seller will repair the goods or deliver faultless replacements at his own expense. Buyer may withdraw from the contract, if Seller fails to remove the faults he acknowledges within the permitted proper extended period. In case of shortages of delivery, Seller may deliver additional goods or refund accordingly.

3. Guarantee on conformity of goods to contract is not applicable in case of natural wear, of damages resulting from incorrect or careless handling, excessive load, inappropriate operating materials and nonobservance of the operating instructions, and of damages as a result of modification or repairing work of Buyer or any third party unauthorized by Seller.

§ 11. IP INFRINGEMENT

Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer for an alleged infringement of patents, trade secrets, copyrights or other intellectual property rights relating to the goods, provided that such suit or claim is based on intellectual property (i) under the law of the country where the goods will be resold or used, if it was contemplated by the Parties at the time of conclusion of contractual relationship that the goods would be resold or otherwise used in that country; or (ii) in any other case, under the law of the country where Buyer has its place of business. Seller shall, at its own expense and option, either (a) settle or defend the claim or any suit or proceeding against Buyer, or (b) modify or supply the substitute goods (or an infringing individual component thereof) under the same trade terms as agreed in the PO or Commercial Contract so that it becomes non-infringing, in either case in a commercially reasonable manner and time period.

§ 12. FORCE MAJEURE

1. Seller shall not be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards Buyer caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, any orders or decrees of any authority, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, heavy rain, heavy wind, heavy fog, traffic jamming, labor disturbances, difficulty in obtaining necessary labor or raw materials, lack of or failure of transportation, refusal of access by freight forwarder or ship carrier, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("Force Majeure").

2. If the abovementioned hindrance lasts longer than a month, both parties are entitled to withdraw himself from the unaccomplished contractual parts. Claims for compensations for losses on the part of Buyer against Seller are excluded in these cases of force majeure. Seller may refer to these circumstances if and only if he has immediately notified Buyer of these instances upon their presence.

3. For the avoidance of doubt, no Force Majeure Event shall excuse any payment obligation hereunder except to the extent that, and only for so long as, the affected Party's ability to effectuate a payment due hereunder is curtailed by a Force Majeure Event.

§ 13. DISPUTE RESOLUTION

Any controversy, dispute or claim whatsoever arising out of or in connection with this contractual relationship or the breach thereof shall be referred to and finally resolved by

arbitration under the rules of China International Economic and Trade Arbitration Commission (CIETAC), which rules are deemed to be incorporated by reference into this clause. The seat for Arbitration shall be Beijing, China. If the dispute in question amounts to no more than US\$ 1 million, the Arbitration Panel shall consist of one arbitrator; otherwise of three (3) arbitrators, one to be appointed by each Party and one by the two arbitrators so appointed. Any award rendered by the Arbitration Panel shall be final and binding upon both Parties.

§ 14. SEVERABILITY

In the event any provision of these General Terms and Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

§ 15. DATA PROCESSING AND PROTECTION

1. The parties will, in the processing of each other's personal data, be required to comply with the applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) in EU.

2. The parties will process each other's personal data only if and to the extent necessary for the provision of the agreed services or in order to comply with legal obligations.

3. The parties will not retain each other's personal data any longer than is necessary for the realization of the foregoing purposes or any longer than is required or permitted pursuant to legal (including tax) provisions.

4. The parties will implement appropriate technical and organizational measures in order to provide optimum protection for personal data against unlawful use.

5. The parties will provide personal data to third parties only if necessary, for the performance of the agreement, or in order to comply with a legal obligation. The employees and third parties engaged by the parties will be required to respect the confidentiality of the personal data.

6. Either party may request the other party to grant access to, or to provide a copy of, such personal data collected from that party, to rectify or to delete such personal data, or to restrict the processing of such personal data.

§ 16. INTERNATIONAL SANCTIONS

The Parties hereby represent and warrant to each other that as of signing of the GTC by the Parties and for the future, the Party, directly or indirectly, is not under sanctions regime imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce, the U.S. Department of State, the European Union, the United Kingdom or any other country or organization whose decisions, programs and acts (the "Sanctions") are legally binding.

Buyer shall comply with all applicable export control and trade embargo laws, rules and regulations (including but not limited to the U.S. Export Administration Regulations), and shall not resell export, re-export, distribute, transfer or otherwise dispose of materials, directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations.

Last update: [June 2019]

Buyer hereby expressly acknowledges to have agreed the content of this GTC, and have caused this GTC to be executed by its duly authorized officers or representatives: