

SOLAR GENERAL TERMS AND CONDITIONS - PRODUCTS FOR RESALE**1. INTRODUCTION AND DEFINITIONS**

1.1 These general terms and conditions apply either as part of a main agreement (e.g. a master purchasing or a supply agreement) entered into between the Solar and Supplier, or as an appendix to a purchase order placed by a Solar company and accepted by Supplier, in which case the purchase order (and any appendices) together with these terms and conditions will constitute an **"Agreement"**. Products that Supplier shall deliver under the Agreement will be referred to as the **"Products"**. The requirements to which the Products shall conform, which are set out in this Agreement and its appendices or otherwise communicated to Supplier in writing (whereby e-mail will suffice), are jointly hereinafter referred to as the **"Specifications"**.

1.2 Only the Solar entity purchasing Products under the order incurs any obligation or liability to Supplier under that order. No entity within the Solar group shall be jointly and severally liable for any obligations or liability of another Solar entity, and Supplier shall not have the right to withhold performance towards one Solar entity based on the acts or omissions of another Solar entity.

1.3 No other terms or conditions including, without limitation, Supplier's standard terms and conditions, whether printed on Supplier's proposal, order confirmation, invoice or otherwise, will have any application to any purchase between Solar and Supplier unless specifically accepted in writing by Solar.

2. ORDERING, PRICE AND PAYMENT

2.1 Orders shall be placed or in writing (by fax, e-mail or electronic orders, EDI) by Solar to Supplier. All orders shall include as a minimum (i) number and Specification of Products, (ii) price, (iii) date and place of delivery, and (iv) any other information deemed relevant by Solar. Orders shall be considered confirmed and agreed unless Supplier objects to them in writing within one (1) business day after receipt. Should Supplier reject the order, it is no longer valid and Solar may place a revised order at its discretion.

2.2 Unless otherwise agreed in writing, payment of the agreed price shall be made by Solar not later than on the date falling sixty-three (63) days after the end of the month during which the later of the following events occurred: (i) the agreed date of delivery, (ii) the actual date of full delivery, or (iii) the date of Solar's receipt of the invoice.

2.3 Invoices shall be sent to Solar Danmark A/S, att: Kreditor, PO Box 5, DK-6600 Vejen, Denmark (or to and email address specified by Solar), stating the cost centre number and invoice reference.

2.4 Solar reserves the right to set off any claims it may have on Supplier against payments made hereunder.

2.5 For the sake of clarity, it is noted that payment by Solar of any amounts shall not constitute acceptance of any deliveries hereunder.

3. DELIVERY UNDER THIS AGREEMENT

3.1 Unless otherwise agreed by Solar in writing, delivery under this Agreement shall be made Delivery Duty Paid (DDP Incoterms 2010) to the place specified in the order.

3.2 Upon the occurrence of an event or circumstance that will have (or threatens to have) an impact on the timely performance of Supplier's obligations in relation to an agreed delivery date, Supplier shall immediately notify Solar in writing of the circumstances behind the delay, what actions are taken to minimise the effects thereof and the expected time of delivery. No such notification shall release Supplier from any liability resulting from the delay, and Solar shall have the right to demand that Supplier takes appropriate action, at Supplier's expense, to prevent the delay.

3.3 Supplier shall make its best efforts to deliver on the agreed delivery date(s), and time of delivery shall be of the essence under this Agreement. Where Supplier is in delay, and such delay is not due to circumstances set forth in Clause 8.1 below, Supplier shall be liable to pay liquidated damages in the amount of two per cent (2%) of the price of the delayed deliverable for each commenced week of the delay, provided that the maximum liquidated damages shall not exceed fifteen per cent (15%) of the said price, and Solar may also cancel the order in question (and any other orders directly connected thereto) with immediate effect. If Solar can show that it has suffered damages, costs or losses in addition to any amount of liquidated damages paid hereunder, Solar shall be entitled to claim additional damages or compensation as a result of the delay. Supplier acknowledges that the liquidated damages set out above constitute a reasonable estimate of the loss Solar will suffer as a result of Supplier's delay, and that they shall not be considered as a contract penalty.

4. WARRANTIES AND INDEMNITY

4.1 Supplier warrants that the Products will (i) be free from defects in design, materials and workmanship and fit for the purposes for which products of the same type would normally be used, (ii) conform to their respective Specifications, (iii) be labelled and packaged in a manner generally recommended for such Products (or as required in the Agreement) and (iv) not infringe the intellectual property rights (including without limitation any patents, licenses, design rights, trademarks or know how, hereinafter jointly **"IPR"**) of any third party.

4.2 Supplier further warrants that it (and any approved subcontractors) will comply with the terms and conditions of this Agreement as well as applicable laws, rules, regulations and by-laws and all orders, decrees, policies and directives issued by applicable governmental authorities.

4.3 Unless otherwise expressly agreed in writing, Supplier's obligations under (i)-(iii) of the warranty set out in 4.1 above will expire thirty-six (36) months after delivery by Solar to Solar's customer. In cases where Solar is liable to its customer for a period in excess thereof, and provided that Solar in such case has not agreed a longer warranty period for Supplier's Products than for other products included in the same delivery, Supplier's liability under (i) (iii) of the warranty set out in 4.1 above will expire at the expiry of the period during which Solar is liable to its customer plus an additional six (6) months, up to a

maximum of sixty-six (66) months from the date of delivery of the Products to Solar's customers. For the sake of clarity, it is noted that Supplier's obligations under the warranties set out in 4.1 (iv) and 4.2 shall not be limited in time.

4.4 In case of breach of the warranties set out in 4.1 above, Supplier shall (at its own election) promptly without charge repair or replace the Products in question. If the Products cannot be repaired or replaced, or if such repair, replacement or re-performance cannot take place within a period deemed reasonable by Solar, Solar shall be entitled to a price reduction (up to a full refund of amounts paid) corresponding to the value of the warranty breach. All transportation in connection with a repair or replacement of a nonconforming Product is done at Supplier's risk and Supplier shall bear all costs relating thereto.

4.5 In addition to what is set out in 4.4 above, Supplier shall indemnify Solar and hold Solar harmless from any and all costs and expenses (including reasonable legal fees) suffered by Solar as a result of (i) a breach of any of the warranties set out in 4.1 or 4.2 above, or (ii) a third party claim, suit, action or demand made against Solar or its customers by a third party and attributable to a defect in Product. Supplier is obliged to maintain adequate product liability insurance (including general liability and product liability, loss or damage arising out of the Products, including costs of localisation of faults, costs of access and for mounting of a repaired or replaced Product, and costs arising in the repair or replacement of a Product), and shall upon request provide Solar with evidence thereof.

4.6 Supplier's obligations under this Section 4 shall not apply to nonconformities that Supplier can show have arisen as a result of normal wear and tear, or of Solar's negligence, alterations or misuse.

5. INTELLECTUAL PROPERTY RIGHTS ETC

5.1 Supplier hereby recognises that unless otherwise agreed in writing, Solar is and shall remain the exclusive owner of the entire right, title and interest in and to any and all IPR relating to any materials or property supplied by Solar. The Parties agree that all use of all such intellectual property rights shall inure to the benefit of Solar. Supplier is not permitted to use, or to file or authorise the filing of any application for registration of, any trademarks, trade names or web domains which are similar to any trademark or trade name of the Solar group.

5.2 Supplier hereby grants Solar and its customers, or undertakes to procure that Solar and its customers are granted, a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free licence to use the IPR in the Products, including any software embedded therein, as well as any documentation, images and marketing materials supplied.

5.3 If any infringement claim is made against Solar, Supplier shall at its cost, but at Solar's discretion (i) procure for Solar the right to continue using the Products; (ii) modify the Products so that they cease to be infringing; or (iii) replace the Products so that they become non-infringing. Should none of these options be available to Supplier, Solar shall be entitled to terminate the Agreement and to reclaim all sums paid to Supplier thereunder, and claim compensation under 4.5 above.

5.4 Supplier undertakes to promptly and continuously provide Solar with digital marketing materials (including without limitation product images) concerning the Products. Should Supplier fail to provide such materials,

Solar shall have the right to have such materials prepared at Supplier's expense.

6. CONFIDENTIALITY

6.1 If the Parties have entered into a separate Non-Disclosure Agreement, the terms and conditions thereof shall govern the use of any confidential information exchanged under this Agreement, and the term of any such Non-Disclosure Agreement is hereby (to the extent necessary) extended to cover the term of this Agreement. To the extent no such separate Non-Disclosure Agreement has been entered into between the Parties, the terms and conditions set out below in this Section 6 shall apply.

6.2 Each Party undertakes not to disclose Confidential Information obtained in relation to this Agreement and to take all steps necessary in order to prevent that employees, subcontractors or other agents use trade secrets or Confidential Information for any other purpose than to perform its obligations under the Agreement, or that they disclose Confidential Information to third parties, unless required by law, regulatory body or securities exchange. For the purpose of this Agreement shall "Confidential Information" mean information regarding the terms and conditions of this Agreement, the Products or the Specifications and any other information of such nature that it is reasonably apparent that a Party wishes it to be held in confidence.

6.3 Clause 6.2 shall not apply with respect to any portion of Confidential Information which the Party receiving Confidential Information hereunder can show is (at the time of disclosure) or thereafter becomes part of the public domain through no act or failure to act on the part of the receiving Party.

6.4 Upon termination or expiry of this Agreement Supplier shall, if so requested by Solar, immediately return to Solar all Solar's Confidential Information in Supplier's possession.

7. TERMINATION AND SECURITY

7.1 Solar may terminate this Agreement for convenience in whole or in part by Solar by giving Supplier thirty (30) days written notice. In such event Solar shall pay to Supplier the value of the already delivered but unpaid parts of the Products provided and proven direct costs reasonably incurred by Supplier for the not yet provided and unpaid Products (unless Supplier is able to cover such costs e.g. by way of sale to a third party), however in no event more than the agreed price therefore. No further compensation shall be due to Supplier.

7.2 Where there is reasonable cause to assume that a Party will fail to perform its delivery or payment obligation under this Agreement, the other Party shall be entitled to require that satisfactory security be provided. Where such security is not provided without delay, the party that required the security shall be entitled to cancel any open orders as far as concerns the undelivered goods by giving notice in writing.

7.3 In case (i) of material breach of this Agreement by either Party not remedied within fifteen (15) days from the other Party's notice thereof, or (ii) either Party should pass a resolution, or any court should make an order, that such Party should be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor should be appointed or if circumstances should arise which would entitle the court or a creditor to issue a winding-up order or which prevent a Party from generally paying their debts as they come due, then the other Party shall have the right to terminate this Agreement with immediate effect.

7.4 Any termination or expiry of this Agreement for whatever reason shall not prejudice the provisions of this Agreement which by their nature must be deemed to survive such termination, including without limitation Sections 4, 5, 6, 7, 8 and 9.

8. MISCELLANEOUS PROVISIONS

8.1 Neither Party shall be held liable or deemed in default under this Agreement for any failure of or delay in performance of its obligations to the extent that and for so long as such performance is prevented or delayed by causes beyond its control, such as fire, flood, earthquake, war, embargoes, blockades, strikes, riots, governmental interference and defects or delays in deliveries by suppliers or subcontractors if caused by any circumstance referred to in this Clause 8.1. The Party whose performance is so prevented or delayed shall promptly inform the other Party of the occurrence of any such event and such Party shall use all reasonable efforts to minimize the effect of such event and to mitigate damages to the extent possible. Upon termination of such event, the prevented Party shall forthwith resume its obligations under this Agreement.

8.2 Supplier shall at all times comply with the Solar Supplier Code of Conduct, and shall further strive towards complying with the applicable requirements in the ISO 900x quality system standards and the ISO 14001 environmental system standards, as amended from time to time, and such other standards and requirements as are set out in the Specification.

8.3 This Agreement constitutes the entire agreement between the Parties hereto with respect to its subject matter and annuls and replaces any and all previous oral and written agreements, understandings and communications which may have existed between the Parties with respect to such subject matter. Unless otherwise set out herein, no modification, amendment, alteration or waiver of any provision hereof will be valid or binding unless made in writing in an addendum to this Agreement and signed by authorized representatives of both Parties.

8.4 Any waivers hereunder shall be in writing referring to the right that is waived, and the failure of any Party at any time to require the other Party's performance of any obligations under this Agreement shall not affect the right subsequently to require performance of the obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

8.5 Purchase and sale of or any other transaction hereunder shall, unless otherwise specifically stated, be carried out by Supplier in its own name and for its own account. Supplier is not granted any authority to assume or create any obligation on behalf or in the name of Solar or to bind Solar in any manner, other than as specifically stated in the Agreement. This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither Party is granted any exclusive rights of any nature whatsoever by this Agreement, and neither Party may act in a manner that expresses or implies a relationship other than that of independent contractors.

8.6 All notices, requests, demands, approvals, waivers and other communications required or permitted under this Agreement (however excluding day to day correspondence concerning orders, delivery and invoicing)

must be in writing in the English language and shall be addressed as set out in the header of the Agreement, for the attention of the Managing Director.

8.7 If Supplier wishes to use subcontractors for the performance of its duties hereunder, any such use shall be subject to Solar's prior written consent, which may be withheld by Solar in its reasonable opinion. Supplier shall ensure that any subcontractors fully complies with the terms and conditions of the Agreement, and Supplier will further (as between Solar and Supplier) be fully liable and responsible for the acts and omissions of its subcontractors as though they were the acts and omissions of Supplier itself.

8.8 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties, provided always that Supplier shall not assign or encumber this Agreement or any of its rights, or otherwise delegate any of its obligations under this Agreement, without the prior written consent of Supplier.

8.9 If due to a change in any applicable law or due to a decision or other act (including failure to act) by any competent authority one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect or an amendment of one or more of the provisions of this Agreement is required, the remainder of this Agreement shall be valid and binding and the parties agree that they shall replace or amend such provision or provisions with a valid, legal and enforceable arrangement which in its economic and other effects shall be as close as possible to the contractual situation existing prior to such a change, decision or act.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This Agreement and any documents issued hereunder shall be governed and interpreted, and all rights and obligations of the Parties shall be determined, in accordance with the laws of the country of the ordering Solar entity, without regard to any conflict of laws rules which would lead to the application of the laws of any other jurisdiction. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Copenhagen, Denmark, and the language to be used in the arbitral proceedings shall be English. Any arbitration award shall be final and binding and may, if necessary, be enforced by any court or authority having jurisdiction.

9.2 The Parties undertake and agree that all arbitral proceedings conducted hereunder shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceedings shall be used solely for the purpose of the proceedings.

JANUARY 2017