

SOLAR UMBRELLA, LLC GENERAL TERMS AND CONDITIONS

Seller's offer to sell Modules (Product) to Buyer is strictly conditioned on Buyer's agreement to these Terms. Seller expressly limits Buyer's acceptance of Seller's offer solely to these Terms and expressly rejects and objects to any additional or different terms proposed by Buyer or attached to any PO. Any modification of these Terms shall be rejected by Seller unless in writing and signed by Seller. Buyer's placement of any PO for Modules shall constitute Buyer's agreement to these Terms.

§ 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 State of California shall apply to this General Terms & Conditions and to the entire business and legal relationship between Seller and Buyer.

§ 2. CONCLUSION OF CONTRACTUAL RELATIONSHIP

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

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.

All contractual liabilities and obligations shall be governed by this GTC and any additional terms and conditions agreed by the Parties. Information about the Product 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.

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 Product. 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 Product 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.

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.

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

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

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 Product purchased from Seller are for resale, Buyer shall provide Seller a valid resale/exemption certificate before delivery.

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. 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 eighteen percent (18%) 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 Product and Seller shall not be liable for such late delivery of Product. 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 Product. 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 Product delivery without any liability.

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

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

§ 4. DELIVERY

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 Product 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.

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.

Buyer's wrongful non-acceptance or rejection of Product 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 Product which cannot be resold by Seller to a third party, the price of such Product; or (ii) in the case of Product 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.



The Seller is entitled to expedite the delivery of the Product 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 Product can be able to expedite before or on the time when the Product is planned to arrive at the place of destination or it will be considered to be slightly and trivially delayed if the Product delayed will cause no harm to the Buyer.

§ 5. INSPECTION OF PRODUCT

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

Complaints about the Product shall be made in writing with reasonable evidence and must reach Seller no later than fourteen (14) days from the date of Product arrival in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery; otherwise, Product shall be deemed to have been accepted by Buyer. Use, installation or processing of the Product shall be deemed to be an unconditional acceptance of the Product and a waiver of all claims in respect of the quantity or apparent defects of Product. Upon receiving the complaints from Buyer, Seller shall have the right within a reasonable period to confirm that such Product should be rejected. Any damaged Product so confirmed shall be deemed rejected and Seller shall promptly repair or replace the rejected Product in accordance with Seller's Limited Warranty for PV Modules. Seller's Limited Warranty for the Product is excluded or precluded if the Buyer fails to perform its obligations.

§ 6. RISK TRANSFER

Risk of loss or damages of the Product shall pass to Buyer upon delivery no matter who bears the transportation costs. If Buyer delays in taking delivery or wrongfully rejects acceptance, the risk of loss or damages of the Product shall pass to Buyer at the time Seller completes delivery whether Product accepted by Buyer or not.

§ 7. RESERVATION OF PROPRIETARY RIGHTS

The Product 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 Product at Buyer's expense if the Buyer fails to pay off the total payments.

If the Product 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 Product delivered by Seller to the objects not belonging to him, with which the Product of Seller have been mixed, blended or connected. The Product, of which Seller has a joint ownership, will also be designated as Product 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.

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

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

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

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

Buyer shall not pledge or create any security interest on the Product 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

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. 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 Product 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 Product are or may be located; and/or (ii) suspend its performance for outstanding delivery of Product unless Buyer makes such payment for Product on a cash in advance basis or provides adequate assurance of such payment for Product 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 Product delivered to Buyer and not re-possessed by Seller.

§ 9. LIABILITY EXCLUSION

THE LIABILITY OF SELLER FOR ANY AND ALL CLAIMS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT AND THE USE THEREOF SHALL UNDER NO CIRCUMSTANCES EXCEED THE SUM OF PAYMENTS ACTUALLY RECEIVED BY BUYER FOR THE PRODUCT 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 LOST OF GOODWILL, LOST OF SALES OR PROFITS, WORK STOPPAGE, PRODUCTION FAILURE, IMPAIRMENT OF OTHER PRODUCT OR OTHERWISE, AND WHETHER ARISING OUT OF OR IN CONNECTION WITH BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE OR OTHERWISE.

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 PRODUCT TO CONTRACT

The warranty for PV Modules shall refer to Manufacturer's Limited Warranty for Products sold by Seller to Buyer as provided by Manufacturer at time of sale.

Under justified complaints, Seller will repair the Product 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 Product or refund accordingly. Guarantee on conformity of Product 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. FORCE MAJEURE

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 Product supplied by suppliers or subcontractors ("Force Majeure").

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.

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.

§ 12. 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 administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any award rendered by the Arbitration Panel shall be final and binding upon both Parties.

§ 13. 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.

§ 14 MISCELLANEOUS

This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right



or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

This Agreement is to be construed in accordance with and governed by the laws of the State of California without giving effect to any choice of law rules. Any legal suit, action or proceeding arising out of or relating to this Agreement will be commenced in the courts in Orange County, California and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

All notices, consents, waivers, and other communications under these Terms must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses or emails set forth on the PO, which may be updated by the parties. If a court determines that any provision of this Agreement (or any portion hereof) is illegal, invalid or otherwise unenforceable, such provision (or portion thereof) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and remain in effect according to its stated terms and conditions.

The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

Buyer may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation or other disposition by Buyer will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

Buyer shall install, commission, store, transport, and handle the Modules in accordance with the requirements as set forth in the installation manual and other documentation provided by Seller to Buyer.

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement. It is expressly agreed that the Terms of this Agreement will supersede the terms in any Buyer purchase order or other ordering document.

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:

Name: _____

Title: _____

Date: _____

Signature: _____