

General Terms and Conditions of Sale of ETC SOLAR B.V.

1. Definitions

1.1. In these General Terms and Conditions of Sale the terms below are used in the following sense, unless explicitly stated otherwise:

- 1) **General Terms and Conditions of Sale:** The General Terms and Conditions of Sale of ETC Solar B.V., as filed with the Registry of the District Court of Amsterdam under number [filing number];
- 2) **ETC SOLAR:** ETC SOLAR B.V., the user of these General Terms and Conditions of Sale, having its registered office in Amsterdam and its place of business at Marconistraat 16 in (3029 AK) Rotterdam, registered with the Chamber of Commerce under number **72152729**;
- 3) **Intellectual Property:** all intellectual or industrial property rights, including patent rights, trademark rights, design rights, copyrights, database rights, know-how and rights arising from the Trade Name Act;
- 4) **Buyer:** the natural or legal entity indicated as such in the offer, quotation or Agreement to which these General Terms and Conditions of Sale are declared applicable, or the natural or legal persons jointly indicated as such in this offer, quotation or Agreement;
- 5) **Quotation:** the written or electronic statement (including by e-mail, fax, or as a PDF file) of the work to be carried out by ETC SOLAR and a budget specified to a greater or lesser extent for the costs associated with such work;
- 6) **Agreement:** each written or electronic correspondence of consensus between ETC SOLAR and the Buyer aimed at the delivery of Goods by ETC SOLAR to the Buyer;
- 7) **Parties:** ETC SOLAR and Buyer jointly;
- 8) **Price List:** the price list drawn up by ETC SOLAR for the purpose of the sale with the current sales prices of the Goods;
- 9) **Goods:** all material objects offered and/or to be delivered by ETC SOLAR on the basis of the offer, quotation or Agreement.

2. Applicability

2.1. These General Terms and Conditions of Sale are applicable to all offers, quotations, assignments, legal relationships and Agreements, however named, on the basis of which ETC SOLAR undertakes to deliver certain Goods to the Buyer, unless these General Terms and Conditions of Sale have been explicitly declared non-applicable by both Parties, either in whole or in part, in writing, or have been declared applicable to the extent that they do not conflict with the other written arrangements between ETC SOLAR and the Buyer.

2.2. Applicability of the Buyer's General Terms and Conditions of Sale is explicitly rejected.

2.3. ETC SOLAR reserves the right to unilaterally amend and/or supplement these General Terms and Conditions of Sale at any time with immediate effect by notifying the Buyer in writing.

2.4. Derogating provisions, additions and any conditions attached to these General Terms and Conditions of Sale of or by the Buyer shall only apply if and insofar ETC SOLAR has explicitly agreed to this in writing. No future rights may be derived by the Buyer from any derogations, additions or supplements from and to these General Terms and Conditions of Sale.

2.5. The General Terms and Conditions of Sale drawn up in the Dutch language shall prevail over the General Terms and Conditions of Sale translated into English ("Terms and Conditions of Sale") or any other language. The Dutch text of the General Terms and Conditions of Sale is always decisive for their interpretation.

3. Conclusion of the Agreement

- 3.1. The Agreement shall only be concluded when ETC SOLAR has accepted the assignment by the Buyer in writing or by electronic means (e.g. by e-mail, fax or similar means of communication), or when ETC SOLAR starts with the execution of the written assignment. In the event of an offer, quotation or other statement of ETC SOLAR which is composed of several parts, this offer, quotation or other statement can only be accepted by the Buyer in its entirety.
- 3.2. The Agreement consists of the written arrangements between ETC SOLAR and the Buyer laid down in the purchase agreement together with these General Terms and Conditions of Sale, which have been made available to the Buyer prior to the conclusion of the Agreement and with which the Buyer declares to be familiar. These General Terms and Conditions of Sale, as well as an English translations thereof, can be viewed and downloaded on the website of ETC SOLAR and are thus permanently available. These General Terms and Conditions of Sale, as well as an English translation thereof, have also been filed with the Registry of the District Court of Amsterdam.
- 3.3. If ETC SOLAR has already provided the Buyer with a copy of these General Terms and Conditions of Sale in previous offers, quotations, assignments, legal relationships and Agreements, however named, to or with the Buyer, the Buyer is deemed to have taken cognizance of these General Terms and Conditions of Sale.
- 3.4. Offers, promises or arrangements by or with representatives of ETC SOLAR, including employees, only bind ETC SOLAR if and as soon they are confirmed in writing by an authorized signatory.

4. Amendments to the Agreement

- 4.1. Amendments to the purchase agreement will only be effective if they have been explicitly agreed in writing or by electronic means between ETC SOLAR and the Buyer.
- 4.2. If amendments result in an increase or decrease of the costs agreed in the Agreement, the increase or decrease in price resulting from these amendments must be explicitly confirmed in writing or by electronic means by both Parties.
- 4.3. In the absence of agreement on the increase or decrease of costs resulting from the amendment to the Agreement, there is a dispute within the meaning of article 21 of these General Terms and Conditions of Sale.

5. Engagement of Third Parties

- 5.1. ETC SOLAR is at all times entitled to engage third parties for the performance of the work assigned to ETC SOLAR by the Buyer.
- 5.2. When engaging third parties, ETC SOLAR shall exercise due care, and, as far as reasonably possible and customary in view of the circumstances, consult with the Buyer.
- 5.3. The costs for engaging these third parties will be charged to the Buyer in accordance with the quotation provided by the third parties.

6. Term of the Agreement

- 6.1. If, and in so far as, the Agreement concluded between the Parties is a continuing performance contract, the Agreement has been entered into for the term agreed between the Parties and shall end by operation of law with the expiry of the agreed term. No later than one (1) month before the expiry of the agreed term, ETC SOLAR and the Buyer shall consult in order to extend the term of the Agreement if so desired.

7. Quotations and Prices

- 7.1. All quotations, offers and other statements provided by ETC SOLAR are without obligations, unless explicitly stated otherwise by ETC SOLAR in writing.
- 7.2. The Buyer guarantees the correctness of the information, designs, etc. provided by it on which ETC SOLAR has based these offers, quotations and/or other statements. Any inaccuracies in these offers,

quotations and/or other statements as a result of inaccuracies in the information provided by the Buyer will be for the account of the Buyer.

- 7.3. All prices are exclusive of turnover tax (VAT) and other possible levies imposed or to be imposed by the government. All prices quoted by ETC SOLAR are in euros, and the Buyer must pay the prices in euros, unless ETC SOLAR and the Buyer have explicitly agreed payment in another currency in writing.
- 7.4. Unless otherwise explicitly agreed between the Parties in writing, all prices are in accordance with the most recent ETC SOLAR price list.
- 7.5. No rights can be derived by the Buyer from pre-calculations or estimates of the expected costs provided by ETC SOLAR, unless the Parties have explicitly agreed otherwise in writing or by electronic means.
- 7.6. If, pursuant to the Agreement concluded between the Parties, the Buyer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities is jointly and severally liable towards ETC SOLAR for the fulfilment of the Agreement.

8. Quality and Description

- 8.1. With due observance of the other provisions of the Agreement and an accompanying technical specification, the Goods to be delivered by ETC SOLAR to the Buyer on the basis of the Agreement must:
 - i) With regard to quantity, description and quality, be in accordance with the provisions of the Agreement;
 - ii) Be made of sound materials and sound workmanship;
 - iii) Be identical in all material respects to the samples or models made available or provided by the Buyer and/or ETC SOLAR;
 - iv) Provide the performance (capacity, yield, speed, finishing, etc.), as described in the Agreement between the Buyer and ETC SOLAR.

9. Inspection and test

- 9.1. Prior to the delivery or shipment for delivery of the Goods, or the provision of the Goods ex warehouse/ex works, the Buyer shall, if this has been explicitly agreed between the Parties in writing or by electronic means, carefully inspect and test the Goods in order to assess whether the Goods are in accordance with what has been agreed. Such an inspection or test, however named, will take place at a location prior agreed upon by the Parties, and the Buyer shall enable ETC SOLAR to be present at such an inspection or test. The Buyer shall furthermore provide ETC SOLAR with a written report containing a summary of its inspection or test.
- 9.2. Such a test, or such an inspection of the Goods, must take place for the account of the Buyer.
- 9.3. If the inspection or test shows, or should have shown, that there are defects, damage or non-conformity of the Goods ("visible defects"), the Buyer has to make mention of this in the written report submitted.
- 9.4. The Buyer must specify the complaints it observed in writing or by electronic means, immediately, but at least within (10) days after the inspection or testing. If the Buyer fails to do so, it can no longer invoke the defect, the damage or the non-conformity.

10. Packaging and Shipment

- 10.1. The delivery date agreed between ETC SOLAR and the Buyer is an estimate only, unless explicitly agreed otherwise by both Parties in writing or by electronic means, and never to be considered as a deadline.
- 10.2. Delivery takes place ex warehouse/ex works, at the discretion of ETC SOLAR. If the Parties have explicitly agreed to this in writing or by electronic means, the Goods shall be delivered by ETC SOLAR

to, or shall be sent for delivery to, the location or locations agreed between the Parties in the manner agreed between the Parties.

- 10.3. Delivery or shipment by ETC SOLAR to the location or locations agreed by the Parties shall take place for the account and at the risk of the Buyer, unless explicitly agreed otherwise by both Parties in writing or by electronic means. Necessary packaging is calculated at cost price and not taken back.
- 10.4. If ETC SOLAR has made available pallets, packaging cases, crates, containers, etc. or had them made available by a third party, at a location/locations agreed by the Parties, whether or not against payment of a deposit, the Buyer will be obliged to return these pallets, etc. (unless it concerns one-off packaging in which case the Buyer will be obliged to reimburse ETC SOLAR for the costs incurred in respect to these pallets, etc.) to the address indicated by ETC SOLAR. If the Buyer fails to do so, it will owe ETC SOLAR compensation.
- 10.5. The Buyer is required to take possession of the purchased Goods at the time these are made available to it. If the Buyer refuses to take possession or is negligent with regard to the provision of information or assignments necessary for the delivery, ETC SOLAR shall be authorized to store the Goods for the account and risk of the Buyer. In that case, the Buyer shall bear all additional costs, including in any case storage costs at the usual rate for ETC SOLAR, or, in the absence of that, at the usual rate for the industry, from the moment the Goods can be delivered or from the date of delivery agreed in the Agreement, whichever is earlier.
- 10.6. Any returns must be delivered in original packaging to an address to be specified by ETC SOLAR. Return packaging will be charged to the Buyer at cost price, unless it is returned to ETC SOLAR within 30 days of the invoice date carriage paid and in good condition.

11. Date of Delivery and Risk

- 11.1. The date of delivery agreed between ETC SOLAR and the Buyer is an estimate only and never to be considered as a deadline, unless explicitly agreed otherwise by both Parties in writing or by electronic means.
- 11.2. ETC SOLAR is authorized to deliver the Goods to be delivered to the Buyer on the basis of the Agreement in instalments, unless explicitly agreed otherwise by the Parties in writing or by electronic means. If delivery takes place in instalments, ETC SOLAR is authorized to invoice in instalments. ETC SOLAR shall inform the Buyer of the delivery date of each of the instalments.
- 11.3. The risk of loss, theft and damage with regard to the Goods to be delivered to the Buyer shall pass to the Buyer at the time of delivery, or at the time the Goods are made available to the Buyer, whichever is earlier.
- 11.4. The Buyer is not entitled to any compensation for any reason whatsoever in the event the delivery date stated is exceeded by ETC SOLAR, unless explicitly agreed otherwise between Parties in writing or by electronic means.

12. Test and Rejection

- 12.1. The Buyer is obliged to inspect the Goods upon delivery for correctness of delivery, quantity and defects. If at the time of delivery, upon inspection of the Buyer, it appears that there are defects, damage or non-conformity of the Goods ("visible defects"), or that too much or too little has been delivered, the Commissioning Part shall notify or inform ETC thereof immediately, but at the latest within eight (8) days after receipt of the Goods, in writing or by electronic means. If the Buyer does not report the detected defect within the term stipulated in this paragraph, it can no longer invoke the defect, the damage of the non-conformity.
- 12.2. In that case the delivered Goods shall be only be taken back after ETC SOLAR has agreed to that in writing. The returned Goods have to be factory new, i.e. undamaged and in the original packaging, unless otherwise agreed in writing. The costs of the return shipment are for the account of the sender, unless otherwise agreed in writing.

12.3. The Buyer cannot invoke a defect in the delivered Goods if it has already assembled the delivered Goods.

12.4. Defects caused by faulty assembly, overloading, unsuitable lubrication material, normal wear and tear or incorrect maintenance are for the account of the Buyer.

13. Payment

13.1. Invoicing of the Goods shall take place after the Goods have been delivered, ETC SOLAR and the Buyer have explicitly agreed otherwise in writing or by electronic means.

13.2. ETC SOLAR is authorized to invoice the Goods delivered or to be delivered based on the Agreement in instalments, in separate instalments.

13.3. All payments must be made within 30 days of the invoice date by payment into the bank account or giro account of ETC SOLAR. Complaints about the amount of the invoices do not suspend the payment obligation. Except with explicit written consent, the Buyer is not authorized to set off a claim it has against ETC SOLAR.

13.4. If the Buyer fails to pay the amounts due, in full or on time, the Buyer will be in default by operation of law, without a reminder or notice of default being required. In that case, the Buyer will owe a contractual interest of 1% per month from the date on which the term of payment expired. If the Buyer is in default of payment, it will also forfeit an immediately payable penalty 15% per month over the amount still due, with a minimum of € 500.00.

13.5. If the Buyer is in default with one or more of its obligations, all reasonable costs incurred to receive payment in and out of court shall be for the account of the Buyer. If ETC SOLAR petitions for the bankruptcy of the Buyer, the Buyer shall also owe the costs incurred for that purpose.

14. Guarantee

14.1. Unless the Parties have explicitly agreed on a different term in writing or by electronic means, ETC SOLAR gives one (1) year guarantee from the date of delivery or the date on which the Goods are made available, whichever is earlier.

14.2. ETC SOLAR guarantees that the Goods to be delivered by ETC SOLAR fulfil the (requirements) of the Agreement, or, if nothing has been arranged in the Agreement, of the specifications, characteristics and requirements to be met by the Goods in trade.

14.3. ETC SOLAR guarantees that the Goods offered and to be delivered comply with ISO, DIN and/or factory standards.

14.4. In order to fulfill its liability obligations, ETC SOLAR undertakes during the guarantee period, in the case of Goods which do not meet the requirements set out in the Agreement or in trade, or which do not comply with ISO, DIN and/or factory standards, to repair the defective, non-conforming or damaged Goods free of charge within a reasonable period of time, or, if this is not possible, to replace the non-conforming, damaged or defective Goods with new Goods.

14.5. To the extent permitted by law, and unless otherwise agreed by the Parties in writing, ETC SOLAR does not give any other explicit or implicit guarantee other than guarantees given in this article including those concerning (re-)salability, fitness for a particular purpose, uninterrupted use and non-infringement. ETC SOLAR does not guarantee that the Goods delivered to the Buyer are fit for the actual and/or intended use by the Buyer, unless this has been explicitly agreed in writing, nor does it guarantee that the Goods will work without interruption, errors or defects or that errors and defects will always be corrected.

14.6. Defects caused by faulty assembly, overloading, unsuitable lubrication material, normal wear and tear or incorrect maintenance are not covered by guarantee.

14.7. ETC SOLAR acquires, by operation of law, the ownership of the Goods or parts thereof which are replaced under guarantee.

15. Limitation of liability

- 15.1. ETC SOLAR shall not be liable for claims regarding defects, damage or non-conformity of the delivered Goods which reasonably could have been established by the Buyer ("visible defects"), unless the Buyer immediately or ultimately within eight (8) days reported these defects, damage or non-conformity in writing or by electronic means to ETC SOLAR.
- 15.2. ETC SOLAR shall not be liable for claims regarding all other defects, damage or non-conformity of the delivered Goods ("invisible defects"), unless the Buyer immediately or ultimately within fourteen (14) days after it has discovered or reasonably should have discovered the defect informed ETC SOLAR of the complaint in writing or by electronic means.
- 15.3. The Buyer shall, at the request of ETC SOLAR, return Goods which the Buyer claims to be defective, non-conforming or damaged to ETC SOLAR without delay for inspection by ETC SOLAR.
- 15.4. ETC SOLAR shall, in the event ETC SOLAR is responsible for defective, non-conforming or damaged Goods, at its own discretion, repair, replace the Goods with new Goods or return the purchase price to the Buyer. Except if and to the extent provided otherwise by the Parties, ETC SOLAR is not liable for the damage, however named, caused by or arising from the delivery of defective, non-conforming or damaged Goods, including consequential damage.
- 15.5. ETC SOLAR is only liable towards the Buyer for damage suffered by the Buyer which is the direct and exclusive consequence of an attributable shortcoming of ETC SOLAR. ETC SOLAR is explicitly not liable for shortcomings of its own suppliers and third parties.
- 15.6. ETC SOLAR is in no way liable for damage, however named, caused by, arisen from the delivery of defective, non-conforming or damaged Goods, including consequential damage.
- 15.7. ETC SOLAR shall not accept claims with regard to defects, damage or non-conformity of the Goods delivered as a result of an attributable shortcoming of ETC SOLAR, both in respect to visible defects and in respect to non-visible defects, which are not made in accordance with the requirements and within the periods referred to in this article, explicitly including claims with regard to defects, damage or non-conformity falling under the guarantee obligations of ETC SOLAR set out in article 14.
- 15.8. The total liability of ETC SOLAR for a failure for which ETC SOLAR is responsible in the performance of the Agreement or for any other reason, explicitly including any failure in the performance of a guarantee obligation agreed with the Buyer, shall be limited to the amount paid out by the insurers of ETC SOLAR in the case concerned or to the amount that ETC SOLAR can actually recover from third parties. If the insurance does not provide cover or does not pay out, the liability of ETC SOLAR will be limited to a maximum of the amount of the price stipulated in the Agreement for the non-conforming defective or damaged Goods (excl. VAT).
- 15.9. The Buyer indemnifies ETC SOLAR against claims of any kind by third parties, on whatever legal grounds, including claims of employees of the Buyer or its Client, who claim to have suffered damage as a result of a Good delivered by ETC SOLAR to, or on the assignment of, the Buyer.

16. Retention of Title

- 16.1. All Goods delivered to the Buyer by ETC SOLAR will remain the property of ETC SOLAR until the Buyer has fulfilled all its obligations towards ETC SOLAR. If the Goods to be delivered by ETC SOLAR are delivered and invoiced in instalments, the Buyer shall have fulfilled its obligations towards ETC SOLAR only when the last invoice has been paid by the Buyer.
- 16.2. As long as the Buyer has not fulfilled, or at least not fully fulfilled, all obligations arising from the Agreement, the Buyer is not entitled to dispose of, encumber, lease or otherwise give in use the Goods delivered by ETC SOLAR, except with the explicit prior written consent of ETC SOLAR.
- 16.3. Until ownership of the Goods passes from ETC SOLAR to the Buyer, the Buyer shall (a) keep the delivered Goods as an agent to ETC SOLAR and (b) keep the Goods delivered separate from all

other Goods of the Buyer or of any other party and – if necessary – clearly mark the Goods as belonging to ETC SOLAR; (c) maintain the Goods in good condition and insure them for the benefit of ETC SOLAR for the full amount against all risks, including but not limited to fire, explosion and water damage, theft and destruction by any cause, whereby at the request of ETC SOLAR proof of insurance shall be provided by the Buyer; and (d) inform ETC SOLAR without delay in writing or by electronic means if the Goods held by the Buyer as an agent of ETC SOLAR are seized under, or at the charge of, prejudgment attachment or attached under a warrant of execution.

16.4. ETC SOLAR is at all times entitled to claim possession of the Goods delivered subject to retention of title, without further notice of default being required.

17. Intellectual Property Rights

17.1. All intellectual property rights to the Goods delivered to the Buyer by ETC SOLAR on the basis of the Agreement, are vested exclusively in ETC SOLAR, its licensors or suppliers.

17.2. If the design for the delivered Goods is subject to any intellectual property right in the name of ETC SOLAR, its licensors or suppliers, the Buyer, who proceeds to repair or has repair carried out, is not permitted to breach this right.

17.3. If the Buyer acts in violation of the provisions of this article, it forfeits, in favor of ETC SOLAR, an immediately claimable fine of € 50,000.00- per violation and in addition, for each day or part of a day that the violation continues, an immediately claimable fine of € 5,000.00- per day, all this without prejudice to all other rights of ETC SOLAR, including, but not limited to, the right of additional compensation for the damage actually suffered.

18. Force Majeure

18.1. ETC SOLAR shall not be obliged to fulfil any obligation arising from the Agreement, including statutory and/or agreed guarantee obligation, if fulfilment is temporarily or permanently impossible as a result of a circumstance which cannot be attributed to ETC SOLAR by law or by virtue of generally accepted views. Such force majeure within the meaning of Section 6:75 of the Dutch Civil Code shall be understood to include:

- i) Failure of suppliers of ETC SOLAR to fulfil their obligations;
- ii) Defectiveness of goods, equipment, software or materials of third parties used, in any way whatsoever, by ETC SOLAR in the manufacture of the Goods to be delivered;
- iii) Measures of the government, general transport problems, natural disasters and pandemics;
- iv) Long-term and unforeseeable unavailability of one or more members of the staff essential to the fulfilment of the obligations, including unavailability for a period of seven (7) days or longer.

18.2. ETC SOLAR undertakes to immediately, but no later than two (2) weeks after the occurrence of the situation causing force majeure, inform the Buyer in writing or by electronic means of the situation causing force majeure.

18.3. If a situation of force majeure lasts longer than thirty (30) days, ETC SOLAR has the right to terminate the Agreement in writing. What has already been performed on the basis of the Agreement shall in that case be settled proportionately, without the Parties owing each other anything else.

19. Suspension, Dissolution and Termination of the Agreement

19.1. ETC SOLAR is at all times authorized to terminate the Agreement without judicial intervention by registered letter with immediate effect or to suspend the fulfilment or its obligations under the Agreement with immediate effect if:

- i) The Buyer does not fulfil its obligations towards ETC SOLAR, or does not fulfil them on time or in full;
- ii) The Buyer is declared bankrupt, has applied for or has indicated that he will apply for a moratorium, or a request by the Buyer, natural person, is granted by the court to declare the debt management scheme applicable, or in the event of attachment on behalf of or placing under guardianship of the Buyer, or any other arrangement as a result of which the Buyer loses free disposal of his assets;

- iii) The Buyer was requested, when concluding the Agreement, to provide security for the fulfilment of its obligations under the Agreement and such security has not been provided or is insufficient;
 - iv) Due to a delay on the part of the Buyer, ETC SOLAR can no longer be demanded to perform the Agreement at the originally agreed conditions;
 - v) After the conclusion of the Agreement, ETC SOLAR becomes aware of circumstances, that give ETC SOLAR good reason to fear that the Buyer will not fulfil its obligations;
 - vi) If unforeseen circumstances arise during the performance of the Agreement which make it unreasonable to expect ETC SOLAR to fulfil the Agreement.
- 19.2. If ETC SOLAR suspends its obligations under the Agreement, or terminates the Agreement, ETC SOLAR is in no way liable to the Buyer to compensate damage and costs incurred as a result thereof.
- 19.3. The Buyer can terminate the Agreement for failure to meet the deadline if ETC SOLAR has not performed the Agreement or not performed it in full within two (2) months after the expiry of the agreed delivery period. Termination of the Agreement by the Buyer is explicitly permitted only if and to the extent that the Buyer cannot reasonably be required to maintain the Agreement unaltered as a result of the period being exceeded. The Buyer is not entitled to terminate the Agreement if the fulfilment of the delivery period is impossible due to a delay on the part of the suppliers of ETC SOLAR.
- 19.4. As a result of the termination, existing reciprocal claims shall become immediately due and payable. Furthermore, the Buyer is liable for the damage suffered by ETC SOLAR as a result of the termination, including loss of profit, transport costs and costs of legal advisors.
- 19.5. If and to the extent the Agreement between ETC SOLAR and the Buyer provides for the possibility of premature termination, the termination must be effected by registered letter with due observance of a notice period of thirty (30) days. If the Agreement is terminated prematurely by ETC SOLAR, ETC SOLAR will, in consultation with the Buyer, arrange for the transfer of activities still to be performed to third parties, unless the termination is attributable to the Buyer, for example because it is due to an attributable shortcoming on the part of the Buyer. If the transfer of the activities entails additional costs for ETC SOLAR, these will be charged to the Buyer. The Buyer is obliged to pay these costs within the aforementioned period of times.

20. Confidentiality and Disclosure Obligations

- 20.1. All technical, commercial and financial information provided by ETC SOLAR to the Buyer within the framework of the (potential) delivery of Goods, including quotations, offers and other statements, as well as specialist information in connection with the use, assembly or technical specifications of Goods delivered by ETC SOLAR, shall be treated confidentially by the Buyer. The Buyer shall only use this information for its own use and shall not disclose this information for a purpose other than that agreed between the Parties in the Offer and/or Agreement.
- 20.2. In the event of doubt as to the existence of intellectual property rights, the Buyer is obliged to consult ETC SOLAR about this.
- 20.3. The Buyer undertakes to keep all information relating to its transactions with ETC SOLAR confidential on forfeiture of a fine of € 100,000.00 for each breach of the obligation set out herein, all this without prejudice to all other rights of ETC SOLAR, including, but not limited to, the right to claim additional compensation for the damage actually suffered.

21. Applicable law and disputes

- 21.1. All Agreements concluded by ETC SOLAR between the Buyer and ETC SOLAR are exclusively governed by Dutch law. The Vienna Sales Convention does not apply to these Agreements.
- 21.2. The competent court of the District Court of Amsterdam has exclusive jurisdiction to take cognizance of disputes between ETC SOLAR and the Buyer regarding Agreements to which these Terms and Conditions of Sale have been declared applicable, without prejudice to the right of appeal and cassation appeal of the parties.

22. Final provisions

- 22.1. These General Terms and Conditions of Sale exclusively apply to Goods sold or to be sold by ETC SOLAR, and do not apply to Goods purchased or to be purchased by ETC SOLAR.
- 22.2. If any of provision of these General Terms and Conditions of Sale is null and void, voided or declared non-binding, in whole or in part, the remaining provisions of these General Terms and Conditions of Sale will remain in force. ETC SOLAR and the Buyer shall in that case enter into consultation with the aim of determining new provisions that replace the provisions of the General Terms and Conditions of Sale that are null and void, in whole or in part, voided or declared non-binding, whereby the aim and purpose of the original provisions will be observed as much as possible.