

General Terms & Conditions (“GTC”)

1. Scope and validity

These GTC of Purchase shall automatically apply to any purchase order (“PO”) issued by Kathu Solar Park (RF) Pty Ltd (“the Client”) for the supply of Products or Services, as defined in the PO [or contract] referring to these GTC of Purchase.

2. POs

The PO shall only bind the Client if it is validated by a representative duly authorized by the Client to place such PO. PO placed verbally or by telephone shall only be valid and have effect if they are confirmed in writing.

Each order must be acknowledged by the Supplier within a maximum period of five (5) days with effect from its date of dispatch, failing which the order may be cancelled at any time by the Client who is not obliged to provide a reason or, where appropriate, will be treated as having been accepted by the Supplier.

The acceptance of a PO or commencement of execution of said PO by Supplier shall be considered as an acceptance by Supplier of said PO and its unconditional adherence to these GTC of Purchase and all clauses and special conditions contained in the PO or contract referring to these GTC of Purchase.

Should the Supplier accept the PO conditionally or make certain reservations, the Supplier shall notify the Client thereof within five (5) days of receipt of the PO by means of a written document separate to its standard form. In this case, the Client shall no longer be bound by said PO unless it in turn confirms its acceptance of said modifications in writing.

3. Price invoicing and payment

Unless otherwise indicated in writing in the PO or contract referring these GTC of Purchase, the prices are fixed, may not be revised and include all costs, i.e. transport, packaging, unloading, insurance, taxes, charges and levies except VAT where applicable.

The Supplier's invoices must indicate all legal information required by law and by the Client, the full PO number and code, and shall be sent to the invoicing address indicated by the Client and accompanied, where applicable, by documents signed by both parties confirming the Acceptance of the Products and/or Services. Invoices that do not comply with these provisions shall be automatically returned to Supplier and payment shall be suspended until a new complete invoice has been submitted to the Client.

4. Delivery and Acceptance

The Supplier undertakes to deliver the Products and/or Services to the locations/on the dates/within the periods indicated on the PO during the opening hours of the department responsible for acceptance of said Products and/or Services.

If Services are provided onsite, the Supplier shall comply with the Client's health and safety regulations and measures applicable to external companies working on the Client's site.

The Products delivered must comply in full with the quality and quantity conditions stipulated in the PO and with the requirements agreed between the Parties. The Client shall only be deemed to have accepted apparent defaults if (i) in the case of delivery of Products, the Client has not notified the Supplier of these faults within ten (10) working days of the delivery date or (ii) in the case of supply of Services subject to an acceptance procedure, if the Client has accepted the Services in writing after having been requested to do so by the Supplier.

Should the Client conditionally accept the Products and/or Services, the Supplier must remedy the defaults identified as quickly as possible. If the defaults identified have not been remedied within fifteen (15) days, the Client is entitled to refuse the Products. The price shall not be due and the Supplier will refund any advance

payment paid by Company as quickly as possible. If the Products and/or Services are accepted unconditionally or if the initial conditional acceptance is confirmed unconditionally, the Client shall declare acceptance in writing (“the Acceptance”).

5. Transfer of title and risks

The title in and risk of damage or loss of the Products are transferred to the Client upon its formal Acceptance by the Client.

6. Delivery periods and penalties

Unless otherwise specified in the PO or contract referring to these GTC of Purchase, delivery periods agreed in advance between the parties shall take effect from the date upon which the PO is signed by the Client. These periods cannot be revised without the prior written consent of the Client. The final deadline for delivery indicated on the PO shall be the date upon which the last Product listed on the PO is delivered. The Client reserves the right to refuse early deliveries. In the event the Supplier does not comply with the agreed delivery dates, the Client reserves the right to terminate the concerned PO or the contract referring to these GTC of Purchase without any intervention by the courts and tribunals being required, by sending a notice to Supplier, and without prejudice to any damages or compensation it may claim for all resulting damages.

7. Warranty

The Supplier shall supply Products and provide Services that are free of all apparent and/or hidden defaults and fit for their purpose and which comply with applicable regulations, good practices, state of the art and standard requirements in terms of use, reliability, life. In the absence of specific provisions set out in the PO or contract referring to these GTC of Purchase and without prejudice to more stringent legal provisions, the Supplier warrants that the Products and Services will comply with the requirements of the Client, will be of good quality and in proper operation

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during a period of twenty-four (24) months as from the date of Acceptance. In the same way, the Supplier undertakes to repair or replace, at the Client's discretion and at the Supplier's own cost, all defaults, defects and non-conformities of the Products and the Services identified during this period and shall hold the Client harmless from any resulting damages. In the event of repairs to or replacement of Products, a new warranty period of twenty-four (24) months for said Products shall commence on the date upon which the repaired or replaced Products are delivered or are put into service. All costs or charges incurred during the implementation of these warranties shall be borne by the Supplier.

Without prejudice to aforementioned obligations of the Supplier, the Client shall be entitled to repair or replace the Products itself if it so chooses.

8. Support- Product end of life

The Supplier undertakes, for a minimum period of five (5) years following the end of production or withdrawal from the catalogue of said Products, to supply the Client, under reasonable conditions in terms of price and delivery period, with items, spare parts and other elements required to continue to use the Products.

9. Compliance with regulations

The Products delivered and Services provided shall comply with all applicable local, European and international legal and/or regulatory requirements in terms of safety, environment and labour that are in force in the country of destination of said Products and/or Services. All dangerous Products must be delivered with a material safety data sheet in accordance with national applicable regulations. All documents and certificates must be supplied at the same time as the PO and form an integral part thereof.

10. Confidentiality

All information of any nature, either commercial or technical, disclosed by either Party to the other in connection with the PO or during its execution, remains the exclusive property of the Party disclosing said information. The Party receiving said confidential information from the other Party shall only use it in connection with the PO and shall return it to the disclosing Party after execution of the PO. The receiving Party undertakes to treat said information as strictly confidential for a period of five (5) years following the date upon which the PO was placed. The receiving party shall only disclose it to employees or their insurance providers as may be required to execute the PO (on a need to know basis) and shall ensure that said employees are bound by similar confidentiality obligations. Each Party shall not disclose confidential information received from the other Party to any third parties under any circumstances without prior written authorization of the disclosing Party.

11. Communication

Without prior written agreement from the Client, the Supplier shall not communicate on, in any manner whatsoever, or disclose any information about, the existence of commercial relations between the Client and the Supplier and/or about the Client and its associated brands.

12. Intellectual property rights

The Supplier shall grant to the Client all necessary intellectual property rights right to use the Products and Services. The Supplier shall transfer exclusively to the Client, as of right and without any formal procedures, gradually as they are completed all intellectual property rights on the deliverables executed for the Client under a PO (including the right to reproduce and represent on any medium and as many times as desired or to modify the deliverables). This transfer shall be valid for the duration of legal protection of the intellectual property rights and for the whole world. The Prices agreed between the Parties include this transfer of rights.

The Supplier shall indemnify and hold the Client harmless against any action by a third party resulting from the violation of intellectual property rights in connection with any deliverables, Products and/or Services supplied under a PO, and shall be fully responsible, as regards the Client, for any resulting damages, including the cost of legal assistance. Moreover, the Supplier undertakes, at its own cost, to adapt the deliverables, Products and/or Services which would violate the intellectual property rights of a third party or to replace them with similar, or equivalent deliverables, Products and/or Services. If this is not possible, the Client may terminate the PO without prejudice to any damages it may claim.

13. Liability and Insurance

The Supplier shall at all times remain responsible control and supervise all its employees, including when they are working on the Client's project site or premises.

The Supplier shall take, both on its own behalf and on the behalf of any of its sub-contractors, a valid insurance from a recognized insurance company to guarantee the financial consequences of its liability and the liability of any of its sub-contractors that may arise as the result of bodily, property damage and consequential losses, whatever their origin, caused to the Client or any third party during or after execution of any PO.

The Client may ask the Supplier a copy of the insurance policies taken out by the Supplier. The insurance policies must enter into force at the latest from the date of delivery of the Products or date the Services start to be performed under the PO shall remain in force for an uninterrupted period of twelve (12) months afterwards and contain a waiver of recourse in favor of the Client. The indication of any guaranteed sums in the insurance policy does not in any way constitute a waiver on the part of the Client towards the Supplier to claim amounts above neither the aforementioned sums nor a

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limitation of liability. The Supplier shall be solely responsible for payment of insurance premiums.

14. Termination

Should the Supplier fail to perform any one of its obligations and not remedy its failure within a period of ten (10) days from the issuance of written notice by the Client, the Client may terminate the PO as of right, without prejudice to any right to claim damages.

In the same way, the Client may, without prejudice to any applicable laws, (i) terminate the PO as of right in case of bankruptcy, dissolution or seizure of the assets of the Supplier, (ii) terminate, at any time, unilaterally and as of right, any PO placed but not yet executed, without formal procedures or prior intervention from the courts.

The completion or termination of the PO shall not affect any obligations that, due to their nature, shall survive, such as but not limited to obligations relating to the warranty, compliance with regulations, intellectual property or confidentiality.

15. Ethics and Sustainable development

1. The Supplier represents and warrants to the Client that, for a period of 6 years immediately preceding the execution of the PO or contract referring to these GTC of Purchase, he has complied with the rules of international law and national law applicable to the PO or contract referring to these GTC of Purchase, in relation to:

- (i) Fundamental human rights and in particular the prohibition of (i) using child labour and any form of forced or compulsory labour and (ii) organizing any form of discrimination within its company or towards the suppliers and sub-contractors;
- (ii) Embargos, drugs and weapons trafficking, terrorism;
- (iii) Trade, import and export licenses and customs;
- (iv) Health and safety of staff and third parties;

- (v) Labour, immigration and prohibition of illegal work;
- (vi) Environment protection;
- (vii) Financial criminal offences, in particular corruption, fraud, influence peddling (or equivalent offence as it can be provided by the national law applicable to the PO or contract referring to these GTC of Purchase), swindling, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries, and similar or related offences;
- (viii) Measures to combat money laundering;
- (ix) Competition law.

2. In connection with the PO or contract referring to these GTC of Purchase performance, the Supplier commits to comply in his name and in the name and on behalf of his suppliers and sub-contractors with the same rules.

3. The Client has the right to require from the Supplier evidence that this clause relating to Ethics and sustainable development has been complied with and to carry out audits or have them carried out.

4. Any breaches of this ethics and sustainable development clause shall constitute a contractual breach entitling the non-defaulting party to suspend and/or terminate the purchase order or contract referring to these GTC of Purchase at the defaulting party's exclusive expense, in accordance with the terms and conditions set forth in the PO or contract referring to these GTC of Purchase.

16. Sub-contracting

The Supplier shall be solely responsible for the correct execution of the PO. The Supplier may only transfer all or part of its rights and obligation under a PO to a third party after obtaining prior written agreement from the Client. The Supplier shall in all cases remain fully responsible for the acts or omissions of its sub-contractors and any agreed sub-contracting shall not release the Supplier in any way of its obligations performed by said third party.

The Client shall be free to transfer, fully or partially, its rights and

obligations pursuant to the PO to an affiliated company.

17. Economic dependence

The Supplier shall immediately inform the Customer of any risk of economic dependence. Such obligation of information is of essence as it permits to the parties to keep a balanced relationship.

18. Force majeure

A force majeure event is an event which is reasonably unforeseeable and could not have been reasonably avoided that prevent one party to perform its obligations and which cannot be circumvented by the affected party. In case of force majeure, the obligations of either of the Parties affected by a force majeure shall first be suspended. The affected Party shall promptly notify the other Party in the event of a force majeure and the probable duration thereof; the affected Party shall make every effort possible to minimize the effects resulting from this situation. Should the force majeure last more than fifteen (15) days, without any possibility of remedying it, the other Party may terminate the contract without damages due by either Party.

19. Applicable law and settlement of disputes

In the event of difficulty in interpretation or execution of these general conditions of purchase the parties shall, in good faith, make all reasonable efforts to finding an amicable solution before commencing any legal proceedings.

Should this amicable procedure be unsuccessful within thirty (30) days following the start of negotiations, the dispute shall be finally and exclusively settled by the competent courts.

The general conditions shall be governed by the laws of South Africa and the South African courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

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20. General provisions

The invalidity of one clause shall not invalidate these GTC and the Parties shall do their best effort to replace said invalid clause with a valid clause of equivalent economic effect.

Failure to exercise or a delay in exercising a right or recourse by one of the Parties shall not constitute a waiver of said right or recourse nor the waiver of all other rights or recourses.

Each Party is an independent legal entity, both in legal and financial terms, and acts on its own behalf and under its sole responsibility.

The Supplier carries out its activities as an independent service provider towards the Client. All of the Supplier's staff that are appointed, wholly or partially, to execute the contract shall remain, in all circumstances, under the management and authority of the Supplier. The Supplier hereby declares that the personnel performing the Services under a PO are employed in accordance with the provisions of the Labour law in force in South Africa or any local legislation applicable to the Supplier and the Supplier undertakes, in its capacity as employer, to comply with all administrative, accounting and social management obligations with respect to its staff.