

## CANADIAN SOLAR (USA) INC. GENERAL TERMS AND CONDITIONS

### 1. Interpretation

#### 1.1 In these Conditions:

“Acceptance Notice” means a writing made by Seller’s authorized representative accepting Purchaser’s Order.

“Conditions” means these general terms and conditions for the sale of Goods, which are incorporated into and form part of each Order and Acceptance Notice, and includes any special terms and conditions agreed upon in a writing signed by both Purchaser and Seller.

“Contract” means the agreement between Purchaser and Seller for the purchase and sale of Goods, comprising:

- (i) the Order(s);
- (ii) the Acceptance Notice(s);
- (iii) the applicable Limited Warranty Statement;
- (iv) the documents (if any) incorporated by express reference on the face of the Order or the Acceptance Notice; and
- (v) these Conditions.

“Delivery Date” means the requested delivery date for the Goods set forth in an accepted Order.

“Goods” means the products manufactured by Seller or its affiliates which Seller is to supply in accordance with these Conditions.

“Governmental Authority” means any foreign, domestic, federal, territorial, state or local governmental authority of any nature (including any government and any governmental agency, instrumentality, court, tribunal or commission, or any subdivision, department or branch of any of the foregoing) or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

“Government Official” means any officer or employee of a Governmental Authority or any department, agency or instrumentality thereof, including but not limited to state-owned or state-controlled entities, or of a public organization or any person acting in an official capacity for or on behalf of any such Governmental Authority, department, agency, or instrumentality or on behalf of any such public organization.

“Order” means a written purchase order placed by Purchaser for the supply of Goods.

“Party” means Seller or Purchaser individually and “Parties” means both of them collectively.

“Purchaser” means the person, firm, corporation, partnership or company that places an Order for Goods.

“Seller” means Canadian Solar (USA) Inc., a Delaware corporation, or its affiliates, referred to on the face of the Order with whom the Contract is made by Purchaser.

#### 1.2 The headings in these Conditions are for convenience only and shall be ignored in construing these Conditions and shall not affect their interpretation.

#### 1.3 Words (including words defined in the Contract) importing the singular also include the plural and vice versa where the context requires. The words “written” and “in writing” include any means of visible reproduction.

### 2. Basis of the Sale

#### 2.1 These Conditions are agreed to by the Parties and effective as of the date of execution of these Conditions by Purchaser’s authorized representative, and shall govern all sales of Goods by

Seller to Purchaser, whether or not an Order or an Acceptance Notice expressly refers to these Conditions.

#### 2.2 Seller shall sell and Purchaser shall purchase Goods in accordance with each Order of Purchaser which is accepted by Seller pursuant to an Acceptance Notice, subject to these Conditions, which Conditions shall govern the Contract to the exclusion of any other express or implied, written or oral terms, conditions, arrangements, customs or practices; provided that any special terms or conditions stipulated, incorporated or referred to by Seller in an Acceptance Notice that are inconsistent with or vary from these Conditions shall override these Conditions to the extent of the inconsistency or variance.

#### 2.3 Notwithstanding anything to the contrary, Seller objects to any varying or additional terms proposed by Purchaser in its Order or any other document of Purchaser. Such varying or additional terms shall not become part of the Contract.

### 3. Orders, Material Terms and Cancellations

#### 3.1 Purchaser shall initiate orders of Goods by submitting an Order to Seller specifying proposed material terms of the Contract, including, but not limited to: type of Goods, price, quantity, delivery location and requested delivery date.

#### 3.2 No Order shall be deemed to be accepted by Seller, and Seller shall have no obligation with respect to any such Order, unless and until that Order is accepted in writing by Seller in its discretion by issuance of its Acceptance Notice.

#### 3.3 Purchaser may cancel an accepted Order only if:

- (i) Purchaser obtains Seller’s prior written consent, in which case Seller may charge Purchaser, and Purchaser shall promptly pay, a cancellation fee equal to ten percent (10%) of the total price of the cancelled Order; or
- (ii) except in the case of a Force Majeure Event (as defined below), Seller has failed to deliver Goods for that Order within a reasonable period after the Delivery Date and such failure continues unremedied for ninety (90) days after receipt by Seller of written notice thereof; provided that cancellation pursuant to this Section 3.3(ii) shall be Purchaser’s sole and exclusive remedy for Seller’s failure to deliver Goods.

#### 3.4 Change in Tariff. If: (i) safeguard tariffs imposed by the President of the United States on imported solar products under Section 201 of the Trade Act of 1974 (the “Section 201 Tariff”) are extended and/or otherwise increased or modified, and thus all or some of the Goods are subject to any Section 201 Tariff at the time of customs clearance in the United States, and/or (ii) there is an imposition of any new, or any modification of any existing, taxes, duties, or tariffs or similar charges after the date of the Acceptance Notice for an Order that increases the cost to import the Goods covered by that Order into the United States ((i) and/or (ii) each, a “Tariff Increase”), Purchaser shall pay the cost of the applicable Tariff Increase, each within thirty (30) days of receipt of invoice from Seller.

#### 3.5 Change in Law.

- (i) In the event of a Change in Law, the Parties shall promptly meet, negotiate in good faith and use commercially reasonable efforts to reform this Contract in order to restore the allocation of benefits and burdens to the Parties under this Contract with respect to an affected Order as of the date of the Acceptance Notice for that Order as nearly as possible, and Seller shall be entitled to an equitable adjustment in schedule and/or price. If the Parties are unable to mutually agree on such equitable adjustment in schedule and/or price within

fourteen (14) days following written notice by Seller of such Change in Law, either Party shall have the right to terminate this Contract as to undelivered Goods immediately upon written notice thereof to the other Party, without further liability therefor except for payment for delivered Goods, notwithstanding anything to the contrary set forth in this Contract.

- (ii) For purposes of Section 3.5, "Change in Law" shall mean (a) the enactment, adoption, promulgation, modification, or repeal of one or more laws, regulations, orders, rulings, administrative interpretations (including a written or oral change in interpretation by a Governmental Authority), actions or national defense requirements that materially affects the cost or ability of Seller to perform following the date of the Acceptance Notice for the affected Order, including without limitation the issuance of a Withhold Release Order ("WRO") by the United States Customs and Border Protection (the "CBP"), but excluding any Tariff Increase; (b) the enactment, adoption, promulgation, modification, or repeal of one or more laws, regulations, orders, rulings, administrative interpretations (including a written or oral change in interpretation by a Governmental Authority), actions or national defense requirements resulting in the prohibition of importation of any Goods purchased under an Order into the United States; (c) the Uyghur Forced Labor Prevention Act, or the subsequent enactment, adoption, promulgation, or modification (including through a written or oral change in interpretation by a Governmental Authority) of any law, regulation, order, ruling or administrative interpretation pursuant thereto, whether by the CBP or the Forced Labor Enforcement Task Force, or any other Governmental Authority (collectively, the "UFLPA"); and/or (d) any action to seize, detain, delay, withhold release, or condition release of any Goods purchased under an Order pursuant to the WRO issued by CBP on June 24, 2021, on "Silica-Based Products Made by Forced Labor in Xinjiang".

### 3.6 Thailand/Vietnam Investigation; Auxin Case.

- (i) Notwithstanding anything to the contrary set forth in this Contract, if the U.S. Department of Commerce initiates any investigation relating to Thailand and/or Vietnam, the Parties shall (a) promptly meet, (b) negotiate in good faith, and (c) use commercially reasonable efforts to equitably allocate payment(s) of any duties imposed by the U.S. Department of Commerce on Seller in connection with such investigation, including a preliminary AD/CVD cash deposit required by the CBP (including any request for retroactive deposits). If the Parties are not able to agree on such equitable allocation of payment(s) after five (5) business days, either Party may terminate this Contract without further liability to the other Party. For the avoidance of doubt, neither Party shall have the right to terminate the Contract pursuant to this Section 3.6 in relation to the Auxin Case or if the imports of Seller (or any affiliate of Seller) are not subject to any investigation relating to Thailand and/or Vietnam.
- (ii) If Seller is required to pay any tariffs or duties on the Goods as a result of the Auxin Case, including any tariffs that may be applied to the Goods after completion of delivery, then such tariffs or duties shall be promptly reimbursed by the Purchaser to Seller within thirty (30) days of receipt of an invoice for such costs. The Parties shall cooperate with each other to minimize the liability of both Parties to the extent legally permissible.
- (iii) For purposes of this Section 3.6, the "Auxin Case" shall mean the anti-circumvention petition filed by Auxin Solar with the U.S. Department of Commerce on February 8, 2022, alleging that Chinese producers are sending Chinese-origin components (e.g., wafers) to Thailand,

Malaysia, Vietnam, and Cambodia for "minor processing" into complete crystalline silicon photovoltaic cells and modules for export to the United States. Auxin requests that Commerce initiate inquiries to determine whether these exports are circumventing the Solar I China antidumping and countervailing duty ("AD/CVD") orders (Case Nos. A 570 979 and C 570 980).

- 3.7 If within thirty (30) days before the Delivery Date, Purchaser has not scheduled the Goods to be delivered or picked up on or before the earlier of: (a) ten (10) days past the applicable Delivery Date for such Goods or (b) the last business day in the calendar quarter in which the Delivery Date falls (such earlier date, the "Maximum Delay Date"), Seller may, by giving written notice to Purchaser, terminate the relevant Order effective on the earlier of (x) five (5) days following the date of Purchaser's receipt of such notice or (y) the Maximum Delay Date. Purchaser may prevent such a termination under the previous sentence if, prior to the effective date of termination set forth in Seller's notice of termination, Purchaser, at its sole expense: (i) pays Seller the remaining balance due for the relevant Order; (ii) agrees to take delivery of the Goods under that Order at an alternate delivery location (the "Alternate Location") notwithstanding the delivery terms in the Order ("Alternate Delivery"); and (iii) takes title, risk of loss, and physical possession of the Goods at the Alternate Location. Notwithstanding Section 17, the Parties agree that upon Purchaser's completion of (i), (ii) and (iii) above, the relevant Order shall be automatically amended to change the delivery terms to DDP Alternate Location. Purchaser shall be responsible for any additional storage or transportation costs due to changing the delivery terms to DDP Alternate Location or Purchaser's delay as described in this Section 3.7.
- 3.8 If Purchaser fails to pick up the Goods for an EXW Order on or before the Delivery Date (where such failure is not due to a Force Majeure Event or breach by Seller under the Contract) and Purchaser has not contacted Seller to confirm that Purchaser will accept Alternate Delivery, (i) such failure by Purchaser will be deemed an unauthorized termination of the Order by Purchaser with respect to the Goods not picked up, without any liability of Seller, (ii) Seller shall refund to Purchaser any amounts paid for Goods subject to such termination, (iii) notwithstanding Section 7, Seller shall retain title, risk of loss, possession and control of the Goods subject to such termination, and (iv) Seller shall have all remedies available at law or in equity for such termination.
- 3.9 Purchaser shall, in advance of delivery, read the installation manual for the Goods provided by Seller (the "Installation Manual"). Purchaser shall comply, and shall cause its contractors and customers to comply, with all relevant requirements, requests, instructions, and timelines for transportation, loading, unloading, installation, commissioning, energization, and storage in accordance with the Installation Manual for the applicable Goods.

### 4. Inspection and Returns

Upon delivery, Purchaser shall note on the bill of lading any visible damage to the Goods or shipping cartons. In the event that any delivered Goods do not conform to the specifications stipulated in the Contract, Purchaser shall notify Seller in writing of such non-conformity within two (2) business days after the receipt of such Goods (the "Rejection Period"). Failure of Purchaser to give written notice of a non-conformity to Seller within the Rejection Period shall be deemed an acceptance of the delivered Goods. If Purchaser gives written notice of a non-conformity to Seller within the Rejection Period, then, as Purchaser's sole and exclusive remedy, Seller will repair or replace the Goods or defective components in the Goods to Purchaser's reasonable satisfaction; provided that, if Seller is unable to repair or replace the Goods to Purchaser's reasonable satisfaction after at least three (3) attempts, Purchaser may cancel the relevant portion of the applicable Order and reject the applicable Goods. Unless Seller notifies Purchaser in writing that Seller or its agent will pick up the rejected Goods, Purchaser shall be responsible for disposing of or recycling rejected Goods in accordance with applicable law.

## 5. Payment

- 5.1 Unless otherwise agreed in writing by the Parties, payment for the Goods will conform to the terms agreed upon by the Parties in the Order. If no payment terms are specified in the Order, Purchaser shall pay for the Goods in full before delivery. If Purchaser fails to make a payment as and when due under an Order, Seller shall have no obligation to deliver Goods under that Order or any other Order until such payment is received. Purchaser shall make all payments to Seller in U.S. dollars by wire transfer to a bank account specified by Seller. Each Party shall be responsible for its own bank charges.
- 5.2 All payments shall be made by Purchaser to Seller without any deductions or offsets for any reason. In case of partial shipments, the Contract is severable as to each shipment, and non-delivery, delayed delivery or non-conformity with Contract requirements of any part shall not affect Purchaser's obligations to accept and pay for any other part, the acceptance of and payment for which shall be made without prejudice. Seller reserves the right to suspend further delivery of Goods until full payment for previous shipments by Purchaser.
- 5.3 Purchaser shall pay to Seller interest for any partial or full amounts that are overdue pursuant to the Contract (including without limitation any cancellation or late payment charges), at the rate of the lesser of 0.04% per day and the highest rate permitted by applicable law, to accrue from the due date for any such payment until receipt by Seller of the full amount, whether or not after judgment confirming the amounts being payable to Seller, without prejudice to any other right or remedy of the Seller permitted by law.
- 5.4 Seller shall retain, and Purchaser hereby grants, a first priority security interest in the Goods to secure payment for the Goods and performance of Purchaser's other obligations under the Contract, until such time as Seller has been paid in full under the Contract and Purchaser has performed all of its obligations under the Contract, and Purchaser authorizes Seller to file financing statements in such regard and, upon Seller's request, Purchaser shall take such further action and cooperate with Seller in all necessary steps for the registration and perfection of Seller's first priority security interest.

## 6. Packaging and Shipping Marks

The Goods shall be packed per prevailing industry practice in strong cases suitable for long distance transportation and particular climate conditions and well protected against dampness, moisture shocks, rust and rough handling as specified. Seller shall be liable for any damage to the Goods solely due to improper packing. Packaging costs shall be borne by Seller and packaging materials shall become the property of Purchaser. Purchaser shall be responsible for disposal of the packaging materials in compliance with applicable laws. Seller shall mark the job number, pallet number, bar code number, consignee, place of destination, and other standard shipping marks on each shipment of the Goods.

## 7. Title and Risk of Loss

Title to the Goods shall pass to Purchaser once Purchaser has paid Seller for the Goods in full. If Seller notifies Purchaser that Seller or its agent will pick up rejected Goods, title to such Goods will pass back to Seller upon pick-up. Risk of loss of or damage to the Goods shall pass to Purchaser once the Goods have been made available to Purchaser or its carrier at the delivery location.

## 8. Seller's Warranty; Disclaimers

- 8.1 Seller warrants to Purchaser that, at the time of delivery to Purchaser, the Goods provided by Seller hereunder shall comply in all respects with the specifications stipulated in the Contract, and meet any and all applicable laws and regulations, including but not limited to public safety, health and environmental standards. Seller warrants all Goods sold under the Contract for the warranty period according to the terms and conditions of the most recent applicable Limited Warranty Statement, accessible from Seller's website (<https://www.csisolar.com/na>).

- 8.2 Seller hereby warrants to Purchaser that all Goods supplied to Purchaser under the Contract shall be free from any claim of any nature by any third person including ownership, liens and encumbrances and Seller shall convey clear title to the Goods to Purchaser upon full payment.

- 8.3 Seller hereby represents and warrants to Purchaser that, to the best of Seller's knowledge, the manufacture, use, marketing, distribution or sale of the Goods purchased under the Contract do not, at the time of delivery to Purchaser, infringe any third-party patent, trade secret, copyright, trademark or other intellectual property rights worldwide.

- 8.4 EXCEPT FOR THE WARRANTIES MADE TO PURCHASER IN THIS SECTION 8 AND THE WARRANTIES IN THE APPLICABLE LIMITED WARRANTY STATEMENT, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

## 9. Limitation of Liability

- 9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, INJURY (INCLUDING DEATH) TO PERSONS OR DAMAGE TO PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF THE GOODS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO PURCHASER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER PURCHASER, FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF SAVINGS, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE GOODS, THIS CONTRACT OR ITS PERFORMANCE OR BREACH, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

- 9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO SELLER BY PURCHASER FOR THE GOODS THAT GAVE RISE TO THE CLAIM.

- 9.3 SELLER SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY UNDER ANY PROVISION OF THIS CONTRACT, IN TORT (INCLUDING FAULT, NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, FOR ANY DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR HOWEVER CATEGORIZED) FOR LOSS OF ANY PAST, PRESENT OR FUTURE TAX CREDITS OR BENEFITS OR POTENTIAL TAX CREDITS OR BENEFITS, INCLUDING WITHOUT LIMITATION WITH RESPECT TO INTERNAL REVENUE SERVICE NOTICE 2018-59, EVEN IF SELLER WAS AWARE OF PURCHASER'S INTENT TO CLAIM SUCH TAX CREDITS OR BENEFITS. PURCHASER ACKNOWLEDGES THAT THE LIMITATIONS OF THIS SECTION 9 ARE A "BASIS OF THE BARGAIN" WITHOUT WHICH SELLER WOULD NOT HAVE ENTERED INTO THIS CONTRACT. PURCHASER FURTHER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY ADVICE OR INTERPRETATION OF SELLER WITH RESPECT TO PURCHASER'S CLAIM FOR ANY TAX CREDITS OR BENEFITS. PURCHASER RETAINS ALL RISK IN DETERMINING WHETHER (OR TO WHAT EXTENT) PURCHASER CAN QUALIFY FOR ANY TAX CREDITS OR BENEFITS.

## 10. Force Majeure

Seller shall not be liable for any delay in performing or failure to perform that is due to a Force Majeure Event. "Force Majeure

Event” shall mean any cause or condition beyond Seller’s reasonable control, whether foreseeable or not, including, without limitation, acts of God, war, riot, fire, explosion, accident, epidemic or pandemic, flood or sabotage; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, orders, action or national defense requirements; embargoes or acts of civil or military authorities; theft, breakage or failure of machinery or apparatus; or labor trouble, strike, lockout or injunction (provided that Seller shall not be required to settle a labor dispute against its own best judgment). Seller shall give prompt written notice to Purchaser of any Force Majeure Event affecting Seller’s performance of which it becomes aware, and any affected Orders shall be suspended for the duration of the delay. Either Party may by prior written notice terminate an Order without further liability if delivery of Goods under that Order is delayed more than ninety (90) days due to a Force Majeure Event.

#### 11. Governing Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with the laws of the State of California without giving effect to the doctrine of conflict of laws. Notwithstanding the fact that some of the Goods may be manufactured outside the United States, the Parties hereby expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. Any judicial action arising out of or in any way relating to this Contract may be instituted only in the United States District Court for the Northern District of California or, if such Court declines to exercise jurisdiction, in the Superior Court of California, Contra Costa County, and such Courts shall have exclusive jurisdiction and venue. Purchaser consents to the personal jurisdiction of such Courts and agrees that such courts are appropriate venue. In the event judicial proceedings are instituted by either Party, the prevailing Party shall be entitled to the award of its reasonable costs and attorneys’ fees incurred in connection with such proceedings.

#### 12. Taxes

If Purchaser has delivered a valid resale certificate to Seller before the date of an invoice issued by Seller, Purchaser shall be responsible for paying any applicable state, local or district sales or use taxes (the “Applicable Taxes”) with respect to the Goods covered by such invoice and, if requested by Seller, Purchaser shall provide to Seller a copy of Purchaser’s tax returns evidencing that Purchaser has paid the Applicable Taxes. If Purchaser has not delivered a valid resale certificate to Seller before the date of an invoice issued by Seller, then (i) such invoice shall include any Applicable Taxes with respect to the Goods covered by such invoice as a separate line item, and (ii) Purchaser shall pay Seller the amount of such Applicable Taxes in accordance with Section 5. Purchaser shall be solely responsible for any fees, penalties and interest due to any applicable tax authority as a result of Purchaser’s failure to either timely pay the Applicable Taxes or timely provide and maintain a valid resale certificate.

#### 13. Intellectual Property

Purchaser acknowledges that Seller and/or its affiliates retain all intellectual property rights (collectively, “Intellectual Property”), including, but not limited to, all ideas, concepts, techniques, inventions (whether patented, patentable or not), trade secrets, processes, trademarks, logos and works of authorship comprising, embodied in, or practiced in connection with the Goods. Purchaser shall not directly or indirectly attack or impair Seller’s or its affiliates’ ownership of or title to the Intellectual Property, the validity of the Contract, or any of Seller’s or its affiliates’ registrations or applications relating to any Intellectual Property in any jurisdiction. Purchaser agrees that it shall not file any state, federal or foreign applications to register any of the Intellectual Property, in whole or in part, or any intellectual property that infringes any of the Intellectual Property, in any jurisdiction. Notwithstanding anything in the Contract to the contrary, Purchaser specifically acknowledges that no license or right to make or sell the Goods is granted by Seller to Purchaser (except Purchaser may resell the Goods purchased from Seller under this

Contract, subject to the terms and conditions hereof). Any enhancement, refinement or other improvement of any Goods or any Intellectual Property therein shall be owned exclusively by Seller or its affiliates, as applicable.

#### 14. Access to Data

Seller seeks to gather and analyze data relating to the performance of the Goods in order to monitor and to improve the quality of the Goods. Accordingly, Purchaser shall use commercially reasonable efforts to provide Seller with read-only login access to an online data acquisition system portal for the Goods sold under the Contract, which system shall permit Seller to export system production data and weather data to .xls or .csv format.

#### 15. Confidentiality

For the purpose of the Contract, “Confidential Information” shall mean only trade secrets or other proprietary or confidential information (such as information regarding pricing and availability of the Goods and/or commercial terms) that are designated in writing as confidential by the disclosing Party at the time of disclosure. Confidential Information does not include any information that is: (i) known to the general public or to the industry without fault of the receiving Party; (ii) rightfully in the receiving Party’s possession prior to disclosure hereunder; (iii) communicated without obligation of confidence to the receiving Party by an unaffiliated third party after disclosure hereunder; or (iv) independently developed by the receiving Party without reference to the disclosing Party’s information. Each Party agrees that it will not use, disseminate or in any way disclose any Confidential Information it obtains from the other Party during or after the term of the Contract except to the extent necessary to carry out the purposes of the Contract. The receiving Party shall treat all of the disclosing Party’s Confidential Information with the same degree of care as the receiving Party accords to its own Confidential Information, but not less than reasonable care. A Party may disclose the other Party’s Confidential Information if required to by law, provided that the Party being obligated shall immediately notify the other Party of such requirement in writing prior to such disclosure and cooperate, acting reasonably and in good faith, with the other Party in any efforts to prevent or minimize such disclosure. The confidentiality obligations of the Parties hereunder with respect to any Confidential Information shall continue for a period ending five (5) years after the date of disclosure of such Confidential Information.

#### 16. Default

The Contract may be terminated by Seller as follows: (i) upon written notice to Purchaser, if Purchaser fails to make any payment under the Contract as and when due, or fails to timely perform any of its other obligations under the Contract; or (ii) upon written notice to Purchaser, if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed for it or any of its property, becomes bankrupt or is liquidated or dissolved or its affairs are wound up.

#### 17. Miscellaneous

Except as provided in Section 2.2, no amendment or modification of these Conditions or the Contract shall be valid unless made in a writing signed by both Parties. Except as specifically set forth otherwise herein, the Contract constitutes the entire agreement between the Parties with regards to Goods purchased under the Contract and the other matters addressed in the Contract, and supersedes all other representations or agreements on said subject matter, whether written or oral. No course of prior dealings and no usage of the trade shall be relevant to supplement, vary or explain any terms used in the Contract. References herein to “days” mean calendar days unless expressly stated to be business days. A waiver by either Party of any breach or failure to enforce any term or condition of the Contract shall not create any modification or amendment to such terms and conditions. Neither Party shall assign the Contract without the prior written consent of the other Party, and any such unpermitted attempted assignment shall be void and unenforceable. The invalidity or unenforceability of any

term or condition set forth in the Contract shall not affect the validity or enforceability of the remaining terms and conditions of the Contract. Any provision held invalid or unenforceable only in part or in some degree shall remain in full force and effect to the extent not held invalid or unenforceable. No delay or omission on the part of any Party in exercising any right, power or remedy provided by law or under the Contract shall impair such right, power or remedy, or operate as a waiver thereof. Nothing in the Contract shall create or be deemed to create a partnership, joint venture or employer/employee relationship between the Parties and neither Party will or is entitled to act as an agent for the other Party. The Contract confers no rights whatsoever upon any person or entity other than Seller and Purchaser and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a Party hereto. In connection with the Contract and the transactions contemplated thereby, each Party to the Contract will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform its obligations under the Contract and the transactions contemplated thereby. Electronic signatures appearing on this Contract are the same as handwritten signatures for purposes of validity, enforceability and admissibility. Purchaser shall at its own expense timely obtain and maintain all licenses, permits and approvals (collectively, "Permits") necessary for it to perform its obligations under the Contract.

## 18. Anti-Bribery and Anti-Corruption

Purchaser shall comply with all applicable anti-corruption and anti-bribery laws and regulations, including but not limited to the Foreign Corrupt Practices Act of 1977 of the United States of America, the Bribery Act 2010 of the United Kingdom, and anti-money laundering, anti-terrorist financing and other relevant laws and regulations, including applicable international sanctions and other measures in relevant jurisdictions, all as amended from time to time (the "Relevant Requirements").

- (i) Purchaser shall have and will continue to maintain in place throughout the term of this Contract adequate policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.
- (ii) Purchaser shall promptly report to Seller any request or demand received by Purchaser from a third party for any undue financial or other advantage in connection with the performance of this Contract.
- (iii) Purchaser shall ensure that no Government Official holds a direct or indirect interest in Purchaser or acts as Purchaser's officer or employee as of the Effective Date and immediately notify Seller in writing if a Government Official becomes an officer or employee of Purchaser or acquires a direct or indirect interest in Purchaser.
- (iv) Purchaser shall ensure that all persons associated with Purchaser or other persons who are performing services in connection with this Contract comply with this Section 18.
- (v) Purchaser shall promptly notify Seller of any violation of representation, warranty, undertaking or Relevant Requirements set forth in this Contract.
- (vi) Purchaser shall ensure that any person associated with it who is performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Purchaser by this Section 18 (the "Relevant Terms"). Purchaser shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Seller for any breach by such persons of any of the Relevant Terms.

## 19. Purchaser's Representations and Warranties

Purchaser represents and warrants to Seller that to Purchaser's knowledge, neither Purchaser nor its employees, representatives,

affiliates or agents has provided, offered, gifted or promised, directly or indirectly, anything of value to any Government Official, political party or candidate for government office, nor provided or promised anything of value to any other person while knowing that all or a portion of that thing of value would or will be offered, given, or promised, directly or indirectly, to any Government Official, political party or candidate for government office, for the purpose of:

- (i) influencing any act or decision of such official, party or candidate in his or her official capacity, inducing such official, party or candidate to do or omit to do any act in violation of their lawful duty, or securing any improper advantage for the benefit of Purchaser; or
- (ii) inducing such official, party or candidate to use his or her influence with his or her government or instrumentality to affect or influence any act or decision of such government or instrumentality, in order to assist Purchaser in obtaining or retaining business for or with, or directing business to, any person.

## 20. EP Cube Product Provisions

The Parties agree to be bound by the provisions in this Section 20, which shall apply with respect to any Goods that are EP Cube Products, and shall apply to any and all purchases of EP Cube Products by Purchaser from Seller under the Contract:

- 20.1 Purchaser shall at its own expense arrange for the storage of the Goods in accordance with the storage requirements set forth in this Contract and in the Installation Manual for the Goods from the time they are delivered to Purchaser until they are installed at the end user buyer's location. Without limiting this requirement, Purchaser shall ensure the Goods are stored in cool, dry, well-ventilated areas that are subject to little temperature change; temperature of the storage area must not be less than 0° C or greater than 35° C, and relative humidity of the storage area must not be less than 15% or greater than 90%. In storage, Goods must not be placed near heating equipment or exposed to direct sunlight for long periods. Goods that are batteries must not be opened, disassembled, immersed in liquid, crushed, punctured, destroyed, burned or exposed to fire or high temperatures, because these actions may cause explosions, burns or leakage of chemicals, or cause the Goods to cease functioning. Batteries must not be over-charged, over-discharged, short-circuited, installed with incorrect polarity, or exposed to mechanical or electrical abuse.
- 20.2 Purchaser shall deliver, or shall cause its contractor(s) or customer(s) to deliver, the Goods to the installation site, in accordance with all transportation requirements in this Contract and in the Installation Manual. Without limiting the foregoing, Purchaser shall at its cost comply, and cause its contractor(s) and customer(s) to comply, with IMDG Code, 2020 Edition (inc. Amendment 40-20), the UN Model Regulations on the Transport of Dangerous Goods (Rev. 22), and the IATA Dangerous Goods Regulations (DGR) 63<sup>rd</sup> Edition, including the passing of the UN 38.3 test, each as updated or amended from time to time, during and in connection with transporting the Goods. Purchaser shall ensure that its personnel, or if applicable, the personnel of its contractors or customers, install and commission the Goods at the applicable original end user buyer's residence properly and in a good and workmanlike manner, and in accordance with all applicable laws, rules, regulations, Permits, codes, standards and ordinances, the Installation Manual for the Goods, and all other instructions provided by Seller. Purchaser shall inform, or shall cause its contractor or customer to inform, end user buyers that the Goods must be installed, energized and put into use within six (6) months after they are purchased by the end user buyer.

For and on behalf of

***Insert company name here***

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Name:

Title:

Date: