

General Terms and Conditions (GTC)

3S Swiss Solar Solutions
AG Schorenstrasse 39
CH-3645 Gwatt / Thun

(Hereinafter referred to as '3S')

Valid from 20 April 2023 until further notice

1 GENERAL

1.1 These General Terms and Conditions govern the conclusion, content and performance of contracts for sales, works, services and similar provisions, as well as related services, between 3S and its contractual partners (hereinafter referred to as the Customer(s)). The Customer's general terms and conditions of purchase and business are excluded. Their validity requires the written consent of 3S. The General Terms and Conditions, in their current version (as at the date of purchase), shall also apply to future legal transactions with the same Customer, without the need to refer to them again in each individual case.

1.2 Definitions

The definitions are listed in alphabetical order:

OFFER means the (non-binding) list of PRODUCTS and services, as well as the contractual terms, provided by 3S.

ORDER CONFIRMATION means the acceptance of the ORDER by 3S.

B-GRADE MODULE is a PV MODULE with cosmetic defects which fulfils both its electrical and safety-related functions.

ORDER is a contractual offer made by the customer based on the OFFER. It is binding on the customer.

A DUMMY MODULE consists of the same materials as the STANDARD MODULE, but either without cells (OZ) or with cells but without electricity generation (dummy cells BZ).

A CREA MODULE is a PV MODULE that differs from the STANDARD MODULE in shape and dimensions. It features either cells that generate electricity (CREA MZ), cells that do not generate electricity (CREA BZ), or no cells at all (CREA OZ).

A ROOF PANEL is a panel made of composite material that does not generate electricity, with a colour appearance similar to that of a STANDARD MODULE.

SERVICES are services which the customer can commission from 3S, in addition to the PRODUCTS, for the planning or execution of their projects, or for the maintenance or analysis of a PV system (e.g. specialist site supervision or project management).

SUPPLEMENTARY MODULES are MODULES without cells and without electricity generation, which visually resemble PV modules, such as BLIND MODULES, ROOF PANELS and LIGHT INLETS

A SPECIALIST PARTNER is a customer who resells 3S's PRODUCTS to their own customers. A

HYBRID MODULE is a solar module that generates direct current and hot water from sunlight.

LIGHT INLETS are transparent glass panes in the format of a STANDARD MODULE.

MINIMUM OUTPUT is the rated power (power class) stated on the POWERLABEL, less manufacturing tolerance.

POWERLABEL is the type plate of the PV MODULE, which is usually affixed to the rear of the PV MODULE and contains the performance data and serial number.

PRODUCT refers to the PV MODULES, THERMAL MODULES and SYSTEM COMPONENTS specified in the CONTRACT. A PV MODULE is a STANDARD MODULE, HYBRID MODULE or SPECIAL MODULE

TRAINING refers to training-related support provided to the customer by or on behalf of 3S.

A SPECIAL MODULE is a solar module that generates direct current from sunlight but is not a mass-produced product. Pre-production modules are also considered SPECIAL MODULES.

A STANDARD MODULE is a solar module that generates direct current from sunlight and is manufactured as a mass-produced product.

SYSTEM COMPONENTS are the parts and accessories required for the mounting and connection of the modules.

THERMIEMODUL is a solar module that uses sunlight to heat water.

THE VOLUME DISCOUNT AGREEMENT governs the cooperation between the specialist partners and 3S with regard to volume-based discounts on products and services.

CONTRACT means the ORDER and ORDER CONFIRMATION, including the documents referred to therein, and any other agreements between 3S and the customer.

THE SUBJECT MATTER OF THE CONTRACT comprises the PRODUCTS, together with the associated documentation and SERVICES, which are to be supplied or provided in accordance with the CONTRACT.

2 OFFER AND CONCLUSION OF THE CONTRACT

2.1 The OFFER is dated and remains binding until that date. Brochures, leaflets and price lists are non-binding.

2.2 The ORDER placed by the customer is binding. Unless otherwise stated in the ORDER, 3S is entitled to accept the ORDER within seven (7) days of receipt. Acceptance (e.g. ORDER CONFIRMATION) must be in writing or in a machine-readable form to be valid.

2.3 If the customer's order deviates from the QUOTATION, the ORDER CONFIRMATION shall apply unless the customer objects immediately upon receipt. In all other respects, the various contractual documents shall apply in the order listed below:

- a) VOLUME CONTRACT
- b) ORDER CONFIRMATION
- c) ORDER or other agreements, excluding any annexes and documents deemed to form part of this agreement;
- d) Annexes and documents deemed to form part of these agreements;
- e) these General Terms and Conditions.

2.4 Any agreements deviating from or supplementing these General Terms and Conditions must be in writing or in a machine-readable form to be valid. Legally relevant declarations by the customer to 3S (e.g. notices of defects, declarations of withdrawal or the exercise of design rights) must be in writing to be effective.

2.5 Settlements or out-of-court agreements concerning claims for damages or similar compensation must be in writing and signed by authorised signatories of 3S to be valid.

3 DELIVERY AND TRANSFER OF RISK

3.1 Delivery shall be made on an FCA basis in accordance with Incoterms 2020. At the customer's request and expense, the PRODUCTS shall be shipped to an alternative destination (sale with delivery to the carrier, Incoterms 2020 DAP). Unless otherwise agreed, 3S shall be entitled to determine the method of shipment (in particular the carrier, route of shipment and packaging) and insurance. The customer must notify 3S of any requirements regarding dispatch and insurance no later than at the time of placing the ORDER.

3.2 The transfer of risk is governed by Incoterms 2020.

3.3 Where a date of acceptance has been agreed for works, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions shall apply to the handover of the works. Any delay on the part of the customer shall be deemed to constitute handover or acceptance.

4 REGULATIONS IN THE COUNTRY OF DESTINATION

4.1 The customer must inform 3S, at the latest upon placing the ORDER, of any regulations relating to the performance of the deliveries and services, the installation and operation of the PV MODULES, and the prevention of illness and accidents in the country of destination.

4.2 In the absence of such information, 3S may assume that the PRODUCTS and services ordered by the customer comply with the regulations in the country of destination. 3S shall not be liable for any damage attributable to the failure to provide such information. 3S reserves the right to charge the customer for any additional costs incurred as a result of the failure to provide such information.

5 PRICES AND PAYMENT

- 5.1 The terms of payment and delivery are set out in a separate, concurrently applicable document.
- 5.2 The prices for the SUBJECT MATTER OF THE CONTRACT correspond to the details set out in the CONTRACT. For work carried out on a time-and-materials basis, the price is determined on the basis of the hourly rates specified in the CONTRACT. If no hourly rates have been agreed, the hourly rate charged by 3S to other customers for comparable work shall apply. All prices are exclusive of VAT.
- 5.3 Deliveries of the PRODUCTS and the provision of the SERVICES are made against invoice. The full invoice amount (100%) is due for payment within fourteen (14) days of the invoice date. 3S reserves the right to require the customer to provide a deposit, make an advance payment or pay on delivery.
- 5.4 Upon expiry of the payment periods specified above, the customer shall be in default. In this case, 3S shall be entitled to charge interest on arrears at a rate of 10% per annum. This shall not affect 3S's right to claim the statutory interest on arrears or to prove to the customer that greater damage has been incurred.
- 5.5 All payments must be made without any deductions in the currency specified in the CONTRACT. The customer shall only be entitled to set-off or retention rights to the extent that their claim has been legally established or is undisputed.
- 5.6 In the event of late payment by the customer, 3S shall be entitled, following written notification to the customer, to suspend the contractual services until the outstanding amount has been settled in full.

6 INTELLECTUAL PROPERTY

- 6.1 The customer shall provide the technical documentation required for the fulfilment of the SUBJECT MATTER OF THE CONTRACT (e.g. current drawings, descriptions, diagrams, instructions). 3S is entitled to use this documentation within the scope of the purpose of the contract.
- 6.2 Any intellectual property rights arising during the performance of the contract (copyrights, patent rights, etc.), in particular those relating to works, concepts and documentation created specifically by 3S in written or machine-readable form, shall belong to 3S. The contracting party shall have the non-transferable and non-exclusive right to use these intellectual property rights within the scope of the purpose of the contract.
- 6.3 Pre-existing intellectual property rights (copyrights, patent rights, etc.) remain with 3S or third parties. The contracting party is granted a non-exclusive and non-transferable right to use such pre-existing intellectual property rights within the scope of the purpose of the contract.

7 SERVICES

- 7.1 3S undertakes to exercise due care and professional expertise when providing SERVICES in connection with the sale and delivery of the PRODUCTS.
- 7.2 3S accepts no liability for the accuracy of any information provided, whether verbally or in writing, in connection with the provision of SERVICES. In all other respects, clause 8.2 on LIABILITY shall apply.
- 7.3 The customer undertakes to maintain the construction sites and locations which 3S's employees must access in order to perform the SERVICES in a safe condition, to comply with all applicable laws, regulations and provisions concerning health and safety at work and the relevant operating instructions, and to provide 3S's employees with the relevant information where necessary. The customer must also ensure that its employees have received prior training in roof safety.
- 7.4 If the Customer fails to fulfil these obligations, 3S is entitled to suspend the provision of services and to charge surcharges for the lost working time of 3S's employees. The decision rests solely with 3S. The suspension of the provision of services does not constitute a delay or a breach of contract. All associated costs shall be borne by the Customer.
- 7.5 3S and the customer acknowledge that the CONTRACT and its performance are in no way intended to establish a corporate, partnership, employment or agency relationship between 3S and the customer.

8 WARRANTY, LIABILITY AND TERMINATION

8.1 WARRANTY

a) Obligation to Inspect and Give Notice of Defects

The customer is obliged to inspect the PRODUCTS for defects within ten working days of delivery. If a defect is discovered during the inspection or, in the case of hidden defects, at a later date, the customer is obliged to notify 3S of this in writing within ten working days of discovering the defect. Irrespective of this obligation to inspect and give notice of defects, the customer must give written notice of obvious defects, as well as incorrect or short deliveries, within ten working days of delivery.

b) Place of performance of warranty work

3S reserves the right to request that the customer return the PRODUCTS, in whole or in part, to 3S at the customer's expense, in order to enable 3S to carry out the warranty work professionally. Replaced PRODUCTS shall become the property of 3S.

c) Warranty claims

In the event of a defect, 3S shall have the right to choose whether to carry out rectification or to replace the defective PRODUCTS for the customer (subject to the return of the defective products). In doing so, 3S reserves the right to supply the customer with comparable (rather than identical) products in place of the defective ones; in the case of PV MODULES, their MINIMUM PERFORMANCE must at least correspond to that of the products subject to complaint. The right to rescission or reduction is excluded.

8.2 LIABILITY

3S's liability towards the customer, regardless of the legal basis, is excluded to the extent permitted by law.

Without prejudice to the above limitation of liability, 3S's liability is excluded in particular for indirect, incidental or consequential damages. These include loss of profit, compensation for loss of use, loss of production, costs of remedying damage exceeding the replacement of the PRODUCT or the SERVICE, damage to reputation, liability-related damages, costs of legal proceedings, damage to other goods, etc.

Without prejudice to the above limitation of liability, 3S's liability is limited, in particular, to the total price of the PRODUCT or SERVICE for the relevant ORDER.

Without prejudice to the above limitation of liability, 3S's liability in respect of PRODUCTS is specifically excluded for damage attributable to causes for which 3S is not responsible, e.g. normal wear and tear, improper maintenance, failure to follow assembly instructions, erosion, corrosion or cavitation, as well as loss, damage or delay due to force majeure, such as, in particular, war, civil unrest, fire, flooding, epidemics, strikes or work stoppages, government measures, as well as acts of the customer or its customer, transport delays, and the inability to obtain necessary labour or materials from the usual sources.

Without prejudice to the above limitation of liability, 3S shall not be liable in any way in connection with the supply and use of MODULES which do not fall within the scope of the Low Voltage Directive (e.g. exhibition modules, etc.) by the customer, subject to the following provisions regarding the PRODUCT, PERFORMANCE and WEATHER RESISTANCE WARRANTY (Clause 9).

All 3S PRODUCTS must be used and installed in accordance with 3S's design and installation specifications and in line with the current state of the art. If the products are incorrectly designed, used or installed contrary to the aforementioned provisions, 3S shall not be liable for any resulting damage.

8.3 WITHDRAWAL

In the event of a disruption to performance for a reason for which 3S is not responsible, the delivery date or completion date shall be extended by the duration of such disruption. If the disruption lasts longer than six (6) weeks, both 3S and the customer shall be entitled to withdraw from the CONTRACT by giving the other party seven (7) calendar days' written notice.

3S shall be entitled to compensation for the additional costs incurred as a result of the disruption to performance or, in the event of termination, for the work performed and partial deliveries made up to the date of termination which cannot be reversed at no cost.

9 PRODUCT, PERFORMANCE AND WEATHER WARRANTY

9.1 The term of the PRODUCT WARRANTY commences upon delivery of the PRODUCTS to the agreed location. The term of the PERFORMANCE AND WEATHER WARRANTY for PV MODULES commences upon delivery of the PV MODULES or, at the latest, 12 months after the date of manufacture of the PV MODULE. The warranty class for the various module types is specified in the order documents. If the module's warranty class is not specified in the order documents and nothing else was agreed at the time of ordering, the STANDARD warranty class applies to the module. Unless otherwise agreed, the manufacturer's warranty applies to commercial products. This includes, in particular but not exclusively, solar modules from OEM production, windows and balustrade components. These products are marked in the order documents as 'Manufacturer's warranty'. 3S does not provide any warranties. In cases where products are supplied with reference to the manufacturer's warranty, any warranty on the part of 3S is excluded. The warranty terms and periods of the product manufacturer apply to the products supplied. 3S does not act as a guarantor for such manufacturer's warranties; however, 3S will assist with the enforcement of these warranties in the event of a valid claim.

9.2 SCOPE OF THE PRODUCT WARRANTY

- a) 3S guarantees, in accordance with the following provisions, that the PRODUCTS it supplies are free from defects in materials and workmanship. This excludes B-GRADE MODULES, which may have cosmetic defects.
- b) MINOR DEFECTS are defects which do not impair the functionality and electrical operational safety of a PRODUCT when used correctly, e.g. discolouration of the cell, colour fastness and colour uniformity in modules with additional colouring or a satin finish, yellowing, and minor delamination of the PV MODULE. Cell breakage that does not result in the output falling below the level guaranteed in accordance with clause 9.3 is not considered a material or manufacturing defect and is excluded from the product warranty. Condensation on THERMI MODULES is also considered a non-material defect, provided that it does not significantly impair performance.
- c) Should PV MODULES in the MASTER warranty class fail to comply with this warranty within a period of ten (10) years, 3S shall, at its discretion, either repair the PV MODULE or replace it with an identical or comparable PV MODULE (see Clause 8). Second-hand modules tested by 3S may also be used as replacements.
- d) Should PV MODULES in the ADVANCED warranty class fail to comply with this warranty within a period of ten (10) years, 3S shall, at its discretion, either repair the PV MODULE or replace it with an identical or comparable PV MODULE (see Clause 8). For HYBRID MODULES, the ten (10)-year product warranty applies exclusively to the solar module for electricity generation. For the absorber for hot water production, including the adhesive bonding (thermal component), the warranties for THERMAL MODULES apply (see 9.2 e). Second-hand modules tested by 3S may also be used as replacements.
- e) A five (5)-year product warranty applies to THERMIEMODULES and the thermal component of HYBRIDMODULES. Should THERMIEMODULES or the thermal part of HYBRIDMODULES fail to comply with this warranty within a period of five (5) years, 3S shall, at its discretion, either repair the THERMIEMODULE or the thermal part of the HYBRIDMODULE, or replace it with an identical or comparable product (see clause 8). Second-hand modules tested by 3S may also be used as replacements.
- f) Should any of the other PRODUCTS and PV MODULES in the STANDARD warranty class fail to comply with this warranty within a period of two (2) years, 3S shall, at its discretion, either repair the PRODUCT or the PV MODULE or replace it with an identical or comparable PRODUCT or PV MODULE (see Clause 8).
- g) Should PV MODULES in the MANUFACTURER'S WARRANTY warranty class exhibit defects, the manufacturer's warranty terms shall apply.
- h) The replacement or additional supply of PRODUCTS shall not result in a renewal or extension of the warranty or the term of this PRODUCT WARRANTY.
- i) Excluded from liability are all costs and expenses incurred by the customer, as well as any further damages such as loss of revenue or the purchase of energy.

9.3 SCOPE OF THE PERFORMANCE WARRANTY

- a) 3S provides the following PERFORMANCE WARRANTY for the PV MODULES it manufactures:
 - i) MODULES in the MASTER warranty class: For a period of one (1) year, the power output shall be at least 97% of the MINIMUM POWER OUTPUT; thereafter, for a maximum period of twenty-four (24) years, the power output shall decrease gradually by no more than 0.7% of the MINIMUM POWER OUTPUT per year. The PERFORMANCE GUARANTEE expires after twenty-five (25) years.
 - ii) MODULES in the ADVANCED warranty class: For a period of one (1) year, the output shall be at least 97% of the MINIMUM OUTPUT; thereafter, for a maximum period of fourteen (14) years, the output shall decrease gradually by no more than 1.2% of the MINIMUM OUTPUT per year. The PERFORMANCE GUARANTEE expires after fifteen (15) years. The PERFORMANCE GUARANTEE applies only to modules with active cells.
 - iii) MODULES in the STANDARD warranty class: The output shall be at least 80% of the MINIMUM OUTPUT for a period of five (5) years.
 - iv) For HYBRID MODULES, the PERFORMANCE GUARANTEE is limited to the electrical component. The solar thermal component is excluded from the performance guarantee.
 - v) For THERMAL MODULES, there is no PERFORMANCE GUARANTEE covering thermal output.
- b) If, within the specified periods, the output of the PV MODULE falls below the stated, applicable minimum value and the loss of output is, according to an investigation by 3S using 3S's measuring equipment under standard test conditions customary in the industry, attributable to signs of ageing of the glass, cell or encapsulant (degradation), 3S shall, at its discretion, compensate for the shortfall in module output either by supplying additional STANDARD MODULES or by replacing the module with a comparable (not identical) module, whereby the replacement is limited to the total rated output of the PV MODULES supplied by 3S for the solar installation in question. Any reduction in performance attributable to other causes (e.g. defective product, damage or soiling, etc.) is excluded from the PERFORMANCE GUARANTEE. In all other respects, Clause 8 applies.
- c) The replacement or additional supply of PV MODULES shall not result in a renewal or extension of the warranty or the PERFORMANCE GUARANTEE.

9.4 SCOPE OF THE WEATHER GUARANTEE

- a) 3S guarantees that the glass of the PV MODULES it manufactures, for which a weather guarantee is provided in accordance with the current price list, will not be destroyed by normal weather conditions for a period of forty (40) years from the date of delivery by 3S. Excluded are destruction and damage caused by human or animal influence, severe weather such as lightning strikes, hail or gusts of wind; furthermore, natural disasters, earthquakes and exceptional weather phenomena.
- b) 3S shall, at its discretion, replace the PV MODULES that have been destroyed by normal weather conditions either by supplying a STANDARD MODULE, a comparable module or weather protection. In all other respects, Clause 8 shall apply.
- c) The replacement or additional supply of PV MODULES shall not result in a renewal or extension of the warranty or the term of the WEATHER WARRANTY.

9.5 EXCLUSION OF THE PRODUCT, PERFORMANCE AND WEATHER GUARANTEE

- a) In the following cases, the PRODUCT, PERFORMANCE and WEATHER GUARANTEE are excluded (i.e. the relevant guarantee lapses):
 - i) the installation instructions and/or maintenance instructions provided by 3S have not been followed. Modifications have been made or parts replaced that do not comply with the original specifications;
 - ii) missing rear ventilation of the solar modules or ventilation that does not comply with the installation instructions;
 - iii) improper use, storage and handling of the PV MODULES;
 - iv) Operation under unsuitable environmental conditions (such as shading or partial shading) or using unsuitable methods that deviate from the product specifications, installation instructions or information on the POWERLABEL;
 - v) the use of devices to supply reverse current to PV MODULES (for melting snow or for other applications);
 - vi) external, extreme influences such as direct smoke, salt, chemical substances or other contaminants;
 - vii) any other improper use, e.g. for a purpose other than that intended, or use that does not comply with the applicable technical or safety regulations;
 - viii) The effects of natural forces, force majeure and other unforeseeable circumstances beyond 3S's control, such as earthquakes, cyclones, lightning strikes, floods or snowfall volumes not typically expected in the region.

- b) The warranties apply only to the initial installation of the products. If products that have already been installed are removed and reinstalled in a new system, all warranties shall lapse.
- c) The limitations of liability set out in clause 8 apply without restriction to the PRODUCT, PERFORMANCE and WEATHER RESISTANCE WARRANTIES.

9.6 CLAIMING UNDER THE PRODUCT, PERFORMANCE AND WEATHER WARRANTIES

- a) Warranty claims must be made within the applicable warranty period.
- b) 3S will only accept returns of PRODUCTS that have been authorised by 3S.
- c) Any defect must be reported to 3S within 10 days of its discovery. The warranty claim must in all cases be made in writing to 3S (see Clause 8.1). The original invoice or order confirmation (stating the delivery date, module type and serial number) must be enclosed.
- d) Should 3S reject a claim under the PRODUCT, PERFORMANCE or WEATHER WARRANTY, the other party shall reimburse 3S for all costs and expenses incurred by it.

9.7 In the event of disputes regarding warranty claims, an accredited testing institute such as the Fraunhofer Institute for Solar Energy Systems ISE in Germany, TÜV Rheinland in Germany, KIWA in Italy, or the SUPSI Institute for Applied Sustainability to the Built Environment in Switzerland shall be consulted for a technical assessment. The costs of this assessment shall be borne by the losing party, unless they are imposed on another party. 3S shall have the right to select and commission the testing institute.

10 RETENTION OF TITLE

10.1 The PRODUCTS shall remain the property of 3S until full payment has been made.

10.2 The customer is obliged to cooperate with any measures necessary to protect 3S's property. In particular, the customer authorises 3S to register or enter a notice of retention of title in public registers, ledgers or similar records.

10.3 The customer is obliged to maintain the delivered equipment at their own expense for the duration of the retention of title and to insure it in favour of 3S against theft, breakage, fire, water damage and other risks.

10.4 The customer must also take all necessary measures to ensure that 3S's title to the goods is neither impaired nor invalidated. Until full payment has been made, the customer must not resell the SUBJECT MATTER OF THE CONTRACT or any part thereof.

11 MISCELLANEOUS

11.1 These General Terms and Conditions and all legal relationships between 3S and the customer shall be governed by Swiss law, to the exclusion of Swiss conflict-of-laws rules (in particular the Federal Act of 18 December 1987 on Private International Law, IPRG) and the UN Convention on Contracts for the International Sale of Goods.

11.2 The exclusive place of jurisdiction is the registered office of 3S.

11.3 In the event of any disputes, the parties shall use their best endeavours to reach an amicable settlement. All disputes shall be resolved in accordance with the provisions of the CONTRACT and the accompanying documents.

11.4 The assignment of rights or obligations under the CONTRACT requires the written consent of 3S.

11.5 The failure of 3S or the customer to exercise a right shall not constitute a waiver of that right.

11.6 Should any individual provisions of these General Terms and Conditions or of the CONTRACT be invalid or incomplete, or should performance become impossible, this shall not affect the validity of the remaining parts of the General Terms and Conditions or the CONTRACT. In such a case, 3S and the customer undertake to replace the invalid provision without delay with a valid provision that comes as close as possible to the original intention in terms of its content.

11.7 These General Terms and Conditions are published in German, French and Italian. In the event of any discrepancies, the German version shall prevail.

12 Validity

These General Terms and Conditions shall apply from 20 April 2023 and supersede all previous versions.