

## GENERAL AND COMMERCIAL CONDITIONS OF SALE

### 1. Introduction

The following general conditions (hereinafter the "General Conditions") regulate, in addition to the particular conditions to be presented to the Customer, the terms and conditions, in which Donauer SOLAR SYSTEMS, LDA., with its registered office at the Núcleo Empresarial, Zona Sul, Armazém 92, Quinta dos Estrangeiros, Venda do Pinheiro, Mafra, registered at Mafra Commercial Registry Office under number 507 594 800 (hereinafter "Donauer" or "Company"), sells solar and environmental technology equipment (hereinafter the "Sale") agreed with any natural or legal person, who acquires, or demonstrates intention to acquire, solar and environmental technology equipment (hereinafter the "Customer" or "Customers").

### 2. Orders

The proposals submitted by Donauer to any Customer may be revoked at any time until acceptance, and consequently any and all agreements or commitments reached with or assumed by Donauer will only be valid upon confirmation by Donauer in writing.

Orders placed will only be considered valid and final upon acceptance and confirmation by Donauer in writing, through a confirmation note, to be sent to the Customer.

All orders are subject, solely, and exclusively, to the terms and conditions of these General Conditions, in addition to the particular conditions to be presented to Customers, without prejudice to any additions or changes that may be agreed upon by Donauer and the Customers. Consequently, any additions, amendments and subsequent agreements that, in any way, alter the terms and conditions expressed in the confirmation note, presented by Donauer, will only be valid if confirmed by written agreement between Donauer and the Customer, and the Customer will not be allowed to cancel the order after it has been confirmed by Donauer as set out above, except in typical cases where the law gives the Customer the right to return the order.

In relation to any scheduled or programmed orders, the goods will only be supplied once requested by the Customer, and the order must be placed by the Customer within 3 months of confirmation of the order, after which, even if the goods are not collected, they will also be invoiced and charged to the Customer.

### 3. Prices and Payments

VAT, at the legal rate in force at each moment, is added to all prices indicated in the offers or in the order confirmation slips. The prices indicated on the order confirmation slips are fixed in accordance with the conditions expressed in the said orders, namely as regards the quantities specified, the material delivery date, the material characteristics, the tolerance margins, and the manufacturer's conditions. Any subsequent changes to these order conditions, in order to become effective, require the express authorization of Donauer and entitle Donauer to revise the prices accordingly.

The purchase price shall be paid in accordance with the provisions set out in the order confirmation note. In case of delay in payment, interest will be applied at the legal rate in force, plus a surcharge of 2%, without prejudice to the right to compensation for all damages and loss of profits arising from the same delay, to be determined under the general terms of law.

As a general rule, securities are not admissible as a form of payment, but in the event Donauer gives the Customer the possibility to accept any securities as a form of payment, the charges for discounts and

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collections or other charges relating to protest or similar expenses shall be borne by the Customer.

All orders are accepted on the condition and assumption that the Customer presents the financial capacity to pay the purchase price in full and meet all other obligations arising from the contract entered into with Donauer. Should the Customer fail to meet this condition - verified through negative information about his/her financial situation and verification of cases of default - Donauer reserves the right to demand payment in cash and against delivery of the goods, regardless of the term and other payment conditions previously agreed upon, namely those resulting from the order and/or the confirmation note.

If there is a significant worsening of the financial situation of the Customer after the execution of the Agreement or a situation of arrears and default in payment, and if the Customer does not put an end to the situation of arrears or default or provides guarantees, which in the opinion of Donauer may be adequate for future collection of the credit and within the period that Donauer reasonably establishes for this purpose, Donauer reserves the right to terminate the Agreement and to require the immediate settlement of all outstanding or maturing credits.

Should Donauer exercise its right to terminate the contract, the Customer is obliged to indemnify Donauer for all damages, including, but not limited to, consequential damages and loss of profit, under the general terms of law. All payments due shall be made exclusively to Donauer, through the means that Donauer makes available to Customers.

### 4. Deadlines

Delivery times will be stated in the order confirmation note and are indicative only. Force majeure circumstances such as labour disruption, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, failure or delay in supply chains, breakage or accident of machinery or equipment or any other cause or causes beyond Donauer's reasonable control, including any restriction, order, regulation or restriction imposed by governmental authorities, military or legally established civilian authorities, or by repairs necessitated by an emergency circumstance not limited to those listed above on Donauer's property or equipment and or property or equipment of third parties which are considered to be under Donauer's operational control that directly or indirectly affect the supply of the goods by Donauer or its suppliers, shall relieve the Company of its contractual obligations during the period in which it is prevented from performing them.

### 5. Delivery

Upon receipt of the goods by Donauer, the Customer undertakes to pick up the same at the headquarters of Donauer.

However, the Customer may request Donauer to ship the goods to a place indicated by the Customer, in which case, the Customer agrees that Donauer will contract the shipping service that it deems appropriate for the delivery, being assumed, by the Customer, the full responsibility, and consequently the risk, for any damage that the goods may suffer from the moment they are shipped from the premises or head office of Donauer, without prejudice to any warranty obligations that expressly result from the Law.

Donauer may also, at the request of the Customer, contract a transport insurance for the delivery of the goods, the cost of which will be charged in full to the Customer, unless otherwise agreed between Donauer and the Customer.

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In the event of the above-mentioned transport, the goods will be checked at the Customer's premises in accordance with the manufacturer's instructions for the products supplied or similar products, unless otherwise agreed between Donauer and the Customer.

The Customer must check/inspect the goods upon delivery, therefore any visible non-conformity or damage to the goods or packaging must be reported on the waybill accompanying the goods to the agreed delivery location and returned to the driver who made the delivery. Failure to do so may lead to a refusal of liability for any damage incurred.

The Customer has 5 days to send Donauer a copy of the delivery note with a note of any damage upon arrival, failure to comply with this obligation may lead to a refusal of responsibility for any damage that may have occurred.

Any complaints or reports of non-conformity regarding eventual defects of the goods found after the 5 days referred to in the previous paragraph, must be communicated by the Customer to Donauer, in writing, within a maximum period of two months from the date on which the goods were received, under penalty of possible refusal of responsibility for eventual damages occurred.

If defects are found in a minority of the goods supplied, the Customer may not complain about the entire goods, or in any way demand that the entire goods be repaired or replaced. If complaints are found to be justified, Donauer may choose to repair the goods, replace them, or reduce the price accordingly. In any case Donauer reserves the right to ask the respective manufacturers for a check / confirmation of the material defects.

In case of a complaint in accordance with the previous paragraphs, the goods must be returned to Donauer. If Donauer concludes that the complaint is unfounded or untimely, the Customer will bear all charges incurred by Donauer, including those for transportation, storage of the material and post-clearance control of the goods.

### 6. Warranty

The products commercialized by Donauer are guaranteed against manufacturing defects by their manufacturers' warranty, and their warranty period may vary, provided that they are installed in accordance with the standards in force and with the instructions in the installation and use manual.

The guarantee only ensures the replacement of the material without any further responsibility.

The warranty does not cover situations where the materials are damaged due to mishandling, mechanical wear, and tear, damaging use of the products or deterioration caused by atmospheric factors.

Without prejudice to the regime of transfer of risk established in paragraph 5 above, all supplies are made under the reservation of title until the payment of the total price and, in case of payment by check, after good collection of the same, without affecting the validity, effectiveness and perfection of the contract entered into between Donauer and the Customer.

Without prejudice to the right of termination and compensation referred to in the preceding paragraph, Donauer may demand the return of any and all goods supplied if it becomes aware that the Customer is facing insolvency, the opening of liquidation proceedings has been requested, a moratorium has been applied for, bankruptcy proceedings have been opened or a declaration of guarantee under oath has been given, without prejudice to the legal regime established by the Insolvency and Corporate Recovery Code. The Customer has the right of possession over the goods and may dispose of them in the normal course of

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its business. However, any act or contract of the Customer that exceeds the normal terms of its business activity, namely the constitution of pledges or the provision of guarantees as well as the validity and effectiveness of the sale of the goods by the Customer to third parties, namely its Customers, or any measures taken by third parties that affect or may affect the right of retention of title of the goods supplied (e.g. enforcement actions brought by other creditors) is subject to Donauer's prior consent, and the Customer must inform the purchaser of the existence of the right of retention of title in favour of Donauer.

Without prejudice to the provisions of the previous paragraphs, the Customer undertakes to take out a policy of insurance of the goods subject to reservation of title against all risks, including fire risks, and that, upon request by Donauer, the Customer shall provide proof of the existence and validity of such policy.

### 7. Trade or returns policy

Donauer does not accept exchanges or returns from Customers, unless expressly authorized.

In the event of an authorized return, a copy of the original document referring to the material in question must be included with the same.

Transport costs to our facilities will be the responsibility of the Customer and the returns that Donauer receives by carrier will only be accepted if all expenses and postage have already been paid.

In case of deterioration of the packaging during transport, or mishandling, and if the return is accepted, its costs will be discounted from the credit note. Otherwise, the Customer will be invoiced.

In case of deterioration, lack of components, abusive handling, or even disassembly of the material, the return will not be accepted, as well as no return of material will be accepted if the above-mentioned conditions are not met.

Authorized returns may be subject to deductions for reception, inspection, testing and devaluation costs, to be agreed with the Customer on a case-by-case basis.

### 8. Intellectual property

The data contained in Donauer's prospectuses and other means of offering, such as images, drawings, and other specifications, are merely indicative, only becoming binding after express confirmation by the Company. Any drawings, sketches, presentations, and other documents are the property of Donauer and may not be transmitted to third parties without your express written permission. The Customer assumes full responsibility in cases where the cession of the said drawings, sketches, presentations, and other documents is likely to infringe any intellectual and/or industrial property rights and copyright.

### 9. Voidness and Ineffectiveness

If any provision of these General Conditions is found to be void, this shall not affect the validity of the remaining provisions.

### 10. Applicable Law and Jurisdiction

These General Conditions, as well as orders and contracts entered into between Donauer and the Customers are governed by Portuguese law, and for all issues arising from this contract the Judicial Courts of the District of Lisbon have jurisdiction, with express waiver of any other, unless otherwise agreed in writing.