

## General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "GTC") set out the terms and conditions of the wholesale activities and services of Manitu Solar Ltd. The GTC shall govern all sales/delivery contracts with customers for the sale of products distributed by the Company, unless otherwise agreed in writing by the parties concerned. These General Terms and Conditions shall enter into force on the date of their entry into force.

### 1. Company data:

- a. Company name: Manitu Solar Kft.
- b. Registered office and mailing address: 1117 Budapest, Budafoki út 60.
- c. Locations: 6728 Szeged, Cserje Sor 9. - 4090 Polgár, Hízlalda 3. 1117 Bp Hunyadi János út 162
- d. Company registration number: 01-09-935439
- e. Tax number: 22604592-2-43
- f. EU VAT number: HU22604592
- g. Bank name: CIB Bank Zrt. SWIFT: CIBHHUHB
- h. HUF account number: (HU40) 10700567-22432603-51100005
- i. EUR account number: HU95-1070-0567-2243-2603-5000-0005
- j. Managers: Norbert Nagy, Ádám Szolnoki
- k. Customer service: in person at our headquarters or at our premises, by phone: 06-1-7004050, by e-mail: [nagyker@manitusolar.hu](mailto:nagyker@manitusolar.hu)

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### 2. Definition of the scope of activities

Wholesale of solar panels, photovoltaic and heat pump system components.

### 3. Defining the customer base

The Company considers as its customers the companies and individual entrepreneurs engaged in the construction of solar systems and heat pump systems, whose activities include the installation of electricity, trade in other electrical equipment and installation of solar systems and heat pumps. The Company reserves the right to verify the existence of the scope of activities. The Company confirms that it does not sell goods to legal or natural persons acting outside the scope of their profession, self-employment or business activity in its wholesale trade, and therefore the detailed rules of the Government Decree 45/2014 (26.II.26.) on the detailed rules of contracts between consumers and businesses do not apply to legal transactions. Hereinafter referred to as the "Buyer".

### 4. Conclusion of the sales/delivery contract

The Customer can place an order by telephone, e-mail or in person at the Customer Service. The Customer Service Department will send the Customer a quotation or order form (Customer order) in the form of an electronic mail or, in the case of a personal order, a printed form, which will include: the items ordered by the Customer, their quantity, the price, the delivery date (delivery date for personal orders agreed verbally) and the contact details of these GTC. When placing an order, the Customer will receive a unique order identification number for his current order.

If the ordered goods are in stock, the Customer Service will also send or give the Customer a 100% fee invoice with the order.

If the goods ordered are out of stock and awaiting delivery, the Customer Service will send a 25% deposit request to the Customer. In the case of goods out of stock and awaiting delivery, payment of the 25% deposit is a condition for delivery of the goods. No credit limit may be used for the advance payment of goods in stock and awaiting delivery.

In the event of a longer delivery than 2 weeks from the manufacturer, the products can be recorded and confirmed by Customer Service in a separate order.

By returning the signed order (scanned electronic mail, fax, or postal letter), or by paying the fee for the order by the due date, or by receiving the products and signing the delivery note, the Customer irrevocably accepts the terms, conditions, prices and provisions of the GTC and the order is concluded.

It is the responsibility of the Customer to check the content of the document containing the order after it has been sent or received.

If the full amount of the fee request is not transferred by the payment deadline, the reservation of the product quantities recorded in the ERP system at the time of the order will be cancelled and the order will be cancelled without notice.

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## 5. Prices and pricing

Customers (wholesale partners) can find our prices in the price lists sent out periodically. After the new price list is sent out, the previous price lists and promotions will no longer apply.

The prices of the products are shown in HUF. The price list contains net prices.

In the event of a price change, orders already irrevocably accepted in accordance with point 4 shall not be subject to the new prices.

It is also possible to pay in Euros, in which case the prices in Euros will be determined and sent to the Buyer by the Customer Service.

The Company reserves the right, in the event of a delivery of products already in stock or ordered on individual request beyond one month, to increase the price of the delivery affecting the Customer's order, or in the event of a large change in the Euro exchange rate, or in the event of both of the above conditions, to cancel the order or the items concerned, or to modify the order to a price agreed with the Customer. It is also possible to reserve products that have been advanced but with an uncertain delivery date (shortage items), in the event that the Buyer confirms in writing that he accepts that the final purchase price will be determined upon receipt of the product and that the delivery date is uncertain.

## 6. Receipt and storage of goods

Accepted orders can be picked up after consultation with customer service. Acceptance of the goods can be made at the Company's head office, in the case of solar panels at external warehouses, or by delivery of the goods (handover to the carrier). In the case of delivery, the Company's performance towards the Customer is effected upon delivery to the carrier/forwarder. The freight forwarder/carrier shall be liable for any damage or loss incurred during the transport and any handling or insurance procedure shall be the responsibility of the party ordering the transport.

In case of personal or delivered receipt of the goods, the Buyer is responsible for inspecting the goods received and confirms by signature that he has received the correct goods and the correct number of items, or he must indicate any defects, shortages or damage on the delivery note. The Company can only examine a subsequent complaint or dispute within a maximum of 3 working days in special cases, but the examination does not constitute acceptance of the complaint or dispute.

The goods can be collected at the Company's head office / premises on working days between 8:00 and 16:30. The Company also offers the possibility, subject to conditions and on a non-binding basis, to collect the goods from 7:30 a.m. on working days, if

- the Buyer has notified the Customer Service of the early pick-up request by 2:00 p.m. on the previous business day,
- the Customer has paid the full purchase price of the order by 14:00 on the previous working day,
- early pick-up has been confirmed by customer service.

The Company will provide the customer with a free storage period of 14 days for the ordered products in stock from the date of the order, in case of out-of-stock products from the date of the notification of receipt (sending of the remaining price claim).

The Buyer must take delivery of the goods ordered, if in stock, or arrange for their delivery within 14 calendar days, regardless of the availability of other products in the order.

If the goods ordered are out of stock, the Customer must collect the goods or arrange for their delivery within 14 calendar days of the Customer Service informing the Customer of the arrival of the goods.

In the case of storage beyond 14 calendar days, the Company provides an additional storage service at a net fee of HUF 1300/m<sup>2</sup>/day. In the absence of collection or removal, the Customer accepts the terms and conditions of the service as set out in the GTC. The storage fee for solar panels is based on a manufacturer's pallet basis (individual solar panel size - according to data sheet), calculated as a whole pallet for all whole and fragment pallets, and for inverters and mounting on a EUR pallet basis (0.96 m<sup>2</sup>) in proportion to the number of EUR pallets capable of actual delivery, and on a 0.03 m<sup>2</sup>/rail-metre basis for sub-rails.

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The storage period for orders with separate order numbers is to be interpreted separately, i.e. the 14 days for a given order are not extended by the time limit for other orders.

Repackaging fee: if the Customer has requested the order to be repackaged and it has already been prepared for delivery to our warehouse, and there is a subsequent change in the number, subject or final quantity of the order at the Customer's request, the Company will charge a repackaging fee of HUF 4000 per pallet or bundle of pallets or bundles touched.

Failure to take delivery of the goods on the requested date: if the Buyer has requested that the order be packed and prepared, and the Buyer subsequently fails to take delivery of the goods on the requested date, a storage fee will be charged from the 2nd day after packing, at the same rate as the storage fee for the 14 days beyond the requested date.

The Company decides on the repurchase of purchased products on an individual basis. Returns are possible only after the decision and notification, delivery order has been sent. In the event of a buy-back agreement, the Company will charge a fee for administrative and logistical costs, which in the case of fixing, electrical products and inverter accessories, optimisers, chargers, will be 15% of the net price of the goods, and in the case of solar panels, inverters and batteries, heat pumps, 10% of the net price of the goods, and on condition that the goods are returned to the customer service in their original packaging and in an undamaged and unused condition.

In the case of returned goods, the Buyer shall issue an invoice in the name and amount of the delivery order issued by the Company, with a transfer deadline of 8 days. Immediate set-off is not possible.

In the case of goods returned without prior arrangement and without a delivery order, the Company reserves the right not to accept or purchase the goods. In such cases, the cost and responsibility for removal of the items shall be borne by the Customer. If the Buyer fails to deliver the returned goods within two weeks of receiving no notice of return, unless agreed, the Company shall have no further liability for the storage of or consideration for the goods.

#### 7. Reservation of ownership

The goods remain the property of the Company until the purchase price has been paid in full. The Buyer shall tolerate any action taken by the Company to enforce its retained title.

#### 8. Warranty, guarantee, technical compliance and documentation

The Company provides a warranty according to the terms and conditions provided by the manufacturers, the terms of which are set out in the warranty letter issued with the invoice for solar panels and inverters. No separate guarantee letter is issued for fixing and AC, DC electrical products. The warranty is 12 years for K2 fixings and 1 year for AC, DC electrical products, subject to compliance with the manufacturer's warranty conditions and instructions for use and installation. For heat pumps, the warranty conditions available on the manufacturers' website in Hungary shall apply, no separate warranty certificate shall be issued.

The place of enforcement of the warranty claim is the Company's registered office or the service centre indicated on the warranty label or on the manufacturer's website. If the manufacturer maintains a service network in Hungary, the Company is not obliged to act on the warranty claim (repair or replacement).

It is the customer's task and responsibility to check the design and allocation, system compliance, the number of fixtures and the technical and static compliance.

The solar panels and inverters are delivered with instructions and installation instructions in German/English or downloaded online, which are not translated by the Company - except for products where the manufacturer provides instructions and installation instructions in Hungarian.

#### 9. Termination of the contract

The Buyer may cancel the confirmed and accepted order for items in stock that have not yet been taken over by paying a 10% cancellation fee, which will be deducted from the deposit and invoiced as an administrative charge. The Customer may cancel items not in stock only if the Company's supplier partner accepts the cancellation of the order without any legal consequences from the Customer, in which case the Customer shall pay any shipping and other costs incurred in addition to the 1% cancellation fee.

The Company shall be entitled to withdraw from the sale/delivery contract by unilateral declaration or to make delivery subject to the provision of additional securities if the Buyer is subject to bankruptcy, liquidation, winding-up, compulsory winding-up, insolvency, tax liquidation, enforcement or other legal proceedings affecting its solvency.

#### 10. Data management

In connection with the identification of the Customer, the verification of its business data and the assessment of its operation, the Customer consents to the processing and verification of its data by the Company in compliance with the legal provisions and the Company's data management policy ([Annex 1](#)).

The Buyer agrees and consents that the Company shall notify its business information and credit insurance partners of any late payment.

The Company is obliged to provide the Customer with information about the personal data it holds on the Customer's own data at the Customer's request. In the event of a change in the data held by the Company, the Customer shall notify the Company of the

to the Company, the Company shall be discharged from its obligations in relation to the processing of the data for the duration of the Customer's failure.

The Company may store, keep and process the data recorded by it only for the period specified in Annex 1. The Company may only provide data contrary to the Customer's data management declaration in accordance with Annex 1. The Company is subject to data protection and confidentiality obligations under specific legislation. Data protection and confidentiality obligations apply to the members, employees and agents of the Company.

#### 11. Amendments to the GTC

The Company reserves the right to unilaterally modify the provisions of the current GTC, provided that in the event of a change to any provision of the GTC, the change will be communicated to the Customer by electronic mail at least 15 days before the changes take effect, with the details of the changes and the availability of the new GTC, any modification of the GTC will not affect orders already in progress. If the Customer does not accept the new General Terms and Conditions and any amendments thereto, this shall not exempt him from paying the price of the service in progress, but he shall notify the Company in writing, within 8 days of the due date of the invoice, in a verifiable manner, that he does not accept the General Terms and Conditions or any amendments thereto. If the Customer pays the invoice after the General Terms and Conditions and any amendments thereto have been accepted, this shall constitute express acceptance of the General Terms and Conditions and any amendments thereto by the Customer.

**The relevant provisions of these General Terms and Conditions are governed by the Civil Code. 6:77-6:81 of these General Terms and Conditions shall apply.**

Budapest, 8 March 2023.

Manitu Solar Kft.