



GENERAL PURCHASING TERMS AND CONDITIONS

Fronius USA LLC, May 2024

1. ORDERS AND ORDER CONFIRMATION

1.1. All purchase orders ("Purchase Orders") and services agreement ("Services Agreement"), and together with the Purchase Orders, the "Orders") issued by Fronius USA LLC ("Fronius") are made expressly subject to these additional terms and conditions ("General Terms"). The Order is between Fronius and the Supplier listed on the front of the Order ("Supplier", and together with Fronius, the "Parties"). The Order constitutes Fronius' offer to Supplier for Supplier to supply the named product(s) ("Products") and/or service(s) ("Services") and is a binding contract on the terms and conditions set forth herein when Supplier accepts the same in writing or commences performance hereunder. Unless otherwise accepted by Fronius in writing, any acceptance of the Order is limited to acceptance of the express terms of the offer set forth in the Order. Fronius may withdraw the Order at any time before Supplier accepts the same. The Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. These General Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with the Order. These General Terms prevail over any additional or different terms proposed by Supplier, all of which are objected to and rejected unless expressly assented to in writing by Fronius. In the event there are conflicting terms and conditions between the Order and any additional valid agreement fully executed by both Parties (the "Other Agreement"), the terms of the Other Agreement will prevail over those of the Order. The Order applies to any repaired or replacement Products or Services provided by Supplier.

1.2. Orders issued by Fronius are only valid if in writing and containing a Fronius Order Number. Verbal orders of any kind are not binding unless subsequently confirmed in writing by Fronius. Purchase Orders must be accepted by Supplier in writing providing the Fronius Order Number, within the earlier of (a) the date specified in the Purchase Order or (b) 2 working days after the Purchase Order has been issued. The Purchase Order date is the date upon which Fronius issued the Purchase Order ("Order Date"). The Order Date for any verbal order for Products or Services is the date of the subsequent Fronius' written order confirmation. Upon the acceptance of the Purchase Order by Supplier or execution of the Services Agreement by the Parties, the prices for the Products or fees for the Services are fixed, and Supplier may not increase prices or fees without express written consent from Fronius.

1.3. No work contemplated hereunder may be subcontracted, outsourced, or otherwise assigned by Supplier without the prior written approval of Fronius.

1.4. Fronius reserves the right at any time to, in writing, direct changes, or cause Supplier to make changes, to drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements or to otherwise change the scope of the work covered by the Order and Supplier agrees to promptly make such changes. If the change results in an unavoidable increase in price, fee or time for performance by Supplier, Supplier shall notify Fronius immediately in writing specifying in detail the reasons for such increase and requesting an equitable adjustment to the price, fee or time of performance. Failure of Supplier to provide such written notice prior to commencing work on the change shall be deemed acceptance of the change at the original contract price, fee and schedule. Upon receipt of a written notice, Fronius shall equitably adjust, in its sole discretion, the price, fee or time of performance.

1.5. Fronius reserves the right to cancel any part or all of the Order, without incurring any liability to Supplier in the event of any of the following events: (a) Supplier repudiates or breaches any of the terms of the Order; (b) Supplier fails to perform Services or deliver Products as specified by Fronius; (c) Supplier fails to make progress so as to provide timely and proper completion of Services or delivery of Products and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Fronius specifying such failure or breach; (d) insolvency of Supplier; (e) filing of a voluntary petition in bankruptcy by Supplier; (f) filing of any involuntary petition in bankruptcy against Supplier; (g) appointment of a receiver or trustee for Supplier; or (h) execution of an assignment for the benefit of creditors by Supplier, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event.

1.6. Fronius shall have no obligation to request quotations or place orders with Supplier, both of which shall be in Fronius' sole discretion. The quantity of Products or Services, if any, specified in requests for quotation or forecasts supplied by Fronius from time to time, or otherwise, is an estimate only. Supplier bears sole responsibility for managing Supplier's raw material, work in process, inventory and capacity, and Fronius shall have no liability with respect thereto. The rights and remedies reserved to Fronius in the Order shall be cumulative, and additional to all other or further remedies provided in law or equity.

1.7. Supplier shall keep full internal documentation of any change to each type of Product ("Product Change") in a chronological, orderly and traceable manner that may clearly be understood by Fronius throughout the term of the Purchase Order, in at least electronic form (including any change in the technical specifications, production process, etc.). Upon the occurrence of a Product Change, Supplier shall promptly provide Fronius with a "Product Change Notification" (or "PCN"), by delivering such notice to pcn-ptn-supplier@fronius.com. During the term of the Purchase Order and for 3 years thereafter, upon Fronius' written request, Supplier shall provide Fronius with electronic records of the applicable Product Changes for any Product, no later than 14 days after Fronius' request.

2. PRICE/FEE AND PAYMENT CONDITIONS

2.1. All prices and/or fees (collectively, "Prices") indicated in the Order are fixed, quoted net.

2.2. The Prices include all applicable federal, state, provincial, and local taxes including sales, value added, or similar turnover taxes or charges. Supplier shall indemnify, defend and hold Fronius harmless from and against all losses, costs, expenses, damages, claims, demands, and liabilities (including without limitation reasonable legal fees and expenses and the costs of settlement, compromise, judgment, or verdict) (collectively, the "Losses") arising out of or relating to such taxes.

2.3. Payment is due within 60 calendar days after confirmation by Fronius that the Products and/or Services have been delivered and/or performed and that the Products and/or Services conform to the Order and the invoice of Supplier conforms to the requirements of Fronius as provided in Section 5 of these General Terms. In the event Fronius makes payment within 30 calendar days, Fronius is entitled to an automatic 3% discount of the purchase price for such Products and/or Services. The making of payments shall not constitute a waiver by Fronius of any right it may have under the Order.

2.4. In addition to any right of setoff provided by law, all amounts due Supplier shall be considered net of indebtedness of Supplier to Fronius and its affiliates, and Fronius may deduct any amounts due or to become due from Supplier to Fronius and its affiliates from any sums due or to become due from Fronius to Supplier.

2.5. Fronius shall make payment by wire transfer or check, at the option of Fronius. If payment is made by check, the payment shall have been deemed made on the date it is delivered to a post office, or common carrier.

3. MOST-FAVORED CLIENT STATUS

Supplier represents and warrants that the terms of the Order are no less favorable to Fronius than that granted by Supplier to any other customer of Supplier.

4. NON-SOLICITATION

4.1. Supplier shall not solicit, hire, or otherwise employ any Fronius employees, whether directly or indirectly, either for itself or for any third party during the term of any Order and for a period of 12 months after the date of the most recent Order submitted by Fronius to Supplier.

4.2. In the event of each breach of Section 4.1, Supplier shall pay to Fronius liquidated damages in the amount of six times the gross monthly salary for the last month of employment of the Fronius employee in question by Fronius. The foregoing amount of liquidated damages is intended to cover Fronius' costs of finding a replacement and training a new employee. If Fronius proves actual, higher costs incurred due to the solicitation of the employee, Supplier shall be responsible for these costs as well.

5. INVOICING

5.1. All invoices of Supplier shall be sent to Fronius' Accounts Payable Department E-mail address, which will be provided on the Purchase Order. Any freight charges are to be listed separately. Invoices, shipping notices, packing slips and packages must contain the Fronius Order Number, the Fronius part number, and specific quantities. Invoices shall cover one Order and must cover all items on Order. Invoices may not include multiple Orders. No payment will be made without proper invoicing and a valid Order number. Delays in receiving invoices, errors or omission on invoices or lack of supporting documentation required by the terms of the Order will be cause for postponing the start of the payment terms until the correct information is received. Fronius will not be responsible for charges on invoices received more than 120 days after shipment of Products or the rendering of Services is complete.

5.2. Invoices for Products must state the mode of shipping. Invoices for Services performed must also include copies of the confirmed pay slips or timecards (if Prices are determined based on time and materials).

5.3. If an outstanding claim against Fronius has been assigned to a third party, then any notification of such assignment shall be made solely by way of an annotation highlighted in boldface type on the invoice.

6. SHIPPING AND DELIVERY

6.1. Supplier shall make deliveries of the Products in such quantities, at such times and to such location as indicated on the Purchase Order. If Products are not ready for delivery in time to meet Fronius' delivery schedules, Supplier shall be responsible for



all Losses including additional costs of any resulting expedited or other special transportation. Unless otherwise stated in the Purchase Order, Products will be Delivered Duty Paid (Incoterms 2020) and title will transfer upon receipt of the Products by Fronius at the delivery location.

6.2. Fronius shall not be required to make payment for Products delivered to Fronius which are in excess of quantities specified in Fronius' delivery schedules. Fronius may change rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of the price for Products covered by the Purchase Order.

6.3. For orders of Products where quantities and/or delivery schedules are not specified, Supplier shall deliver Products in such quantities and times as Fronius may direct in subsequent releases. If Supplier fails to meet Fronius' delivery schedule, Fronius may require a more expeditious method of transportation for the Products than the transportation method originally specified by Fronius. In such event, Supplier shall, at Fronius' option, (a) promptly reimburse Fronius the difference in cost between the more expeditious method and the original method; (b) allow Fronius to reduce its payment of Supplier's invoices by such difference; or (c) ship the Products as expeditiously as possible at Supplier's expense and invoice Fronius for the amount which Fronius would have paid for normal shipment.

6.4. Supplier shall provide all information and documentation needed to effect customs entry into each country into which the Products are to be imported for delivery to Fronius.

6.5. Unless otherwise agreed to in writing, any material commitments or production arrangements that Supplier makes which are in excess of the amount or in advance of the time necessary to meet schedules that are within lead time shall be at Supplier's risk and cost. It is Supplier's responsibility to comply with its scheduled lead times but not to anticipate Fronius' requirements. Products shipped to Fronius in advance of scheduled lead times may be returned to Supplier at Supplier's expense.

6.6. Supplier shall pack and ship Products in accordance with Fronius' instructions, including labeling and hazardous materials instructions. If Fronius has not provided packing or shipping instructions, Supplier shall pack and ship Products in accordance with sound commercial practices.

7. DRAWINGS, TOOLS, MOLDS, MODELS AND PARTS

7.1. If requested by Fronius, Supplier shall promptly furnish to Fronius in such form and detail as Fronius may require regarding all parts and components that comprise the Products.

7.2. The specimens, models, drawings, sketches, tools, molds and other aids made available to Supplier for the purpose of drawing up offers or of fulfilling orders placed by Fronius shall remain the property of Fronius. Such objects are to be treated confidentially and may not be made available to third parties or used for other purposes, including advertising purposes; such objects shall only be made available to the Supplier for the intended use for as long as necessary for the fulfillment of the Order.

7.3. In the case of delivery of technical systems and equipment, designated Fronius personnel shall be trained at no additional cost (i.e. within the scope of the agreed Order).

8. DELAY AND DEFAULT

8.1. In the event of a delivery delay, non-delivery or any other default by Supplier in meeting the requirements of the Order, Fronius may terminate the Order immediately without prejudice and without further compensation to Supplier, and Fronius' rights will be as specified in the Indiana Uniform Commercial Code.

8.2. In the event Supplier for any reason anticipates any difficulty in complying with the required delivery date or any of the other requirements of the Order, Supplier shall promptly notify Fronius in writing explaining the reason and expected duration of such delay or difficulty to comply such other requirements. After 5 business days of Fronius' receipt of such written notification, if the Parties are unable to resolve all issues resulting from Supplier's delay or difficulty to comply with such other requirements, Fronius may terminate the Order. Upon this termination, Supplier shall refund all payments that have been made.

8.3. Supplier shall take all necessary actions including but not limited to assisting Fronius to develop alternate sources and granting Fronius a perpetual, royalty-free, fully paid, nonexclusive license to use all data, developments, improvements, patentable subject matter, non-patentable subject matter notes, memos, and information of all types relating to the Products and Services provided hereunder.

8.4. Unless expressly indicated otherwise, any right or remedy of Fronius set forth in the Order shall not be exclusive, but in addition thereto, Fronius shall have all rights and remedies under applicable law, including, without limitation, injunctive and/or equitable relief. Without limiting the generality of the foregoing, the Parties agree that, whether as a result of breach of contract, warranty, tort (including negligence or patent infringement), Supplier shall be liable for any special, consequential, incidental, indirect or exemplary damages relating to the Products or Services.

8.5. If any of the Products or Services ordered are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, including any applicable drawings and specifications, Fronius, in addition to such other rights, remedies and choices as it may have by contract or by law or equity, at its option and sole discretion may (a) reject and return such Products at Supplier's expense; (b) require Supplier to inspect the Products and remove nonconforming Products; and/or (c) require Supplier to replace nonconforming Products or Services with Products or Services that conform to the Order.

9. INTELLECTUAL PROPERTY

9.1. Fronius does not transfer to Supplier any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right ("Intellectual Property Right") of Fronius in information, documents, or property that Fronius makes available to Supplier under the Order. Such Intellectual Property Right shall remain the property of Fronius or its subsidiaries and affiliates.

9.2. Supplier agrees to defend, hold harmless and indemnify Fronius, its subsidiaries and affiliates, its successors and customers against all Losses arising out of or relating to any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or other intellectual property right by reason of the manufacture, use or sale of the Products or Services ordered or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Supplier's actions.

9.3. If a claim under Section 9.2 results, or is likely to result, in an injunction or other order that would prevent Supplier from supplying or Fronius from using Products for their intended purpose, Supplier will at its option and expense either (a) secure a license of the Intellectual Property Right that permits Supplier to continue supplying the Products to Fronius; or (b) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products; or (c) replace the Products with non-infringing but practically equivalent Products.

9.4. Supplier shall not, without first obtaining the written consent of Fronius, in any manner advertise or publish the fact that Supplier has contracted to furnish Fronius the Products or Services herein ordered, or use any trademarks or tradenames of Fronius or its subsidiaries and affiliates in Supplier's advertising or promotional materials.

9.5. Any compensation which may be claimed by or due to any Supplier or any Supplier's employee in connection with any information, invention or patent or other intellectual property or intellectual property right, whether by agreement, statute, regulation or otherwise, shall be paid solely by Supplier, and Supplier shall indemnify, defend, and hold Fronius and its subsidiaries and affiliates, and their respective vendors and customers, harmless from and against any Losses arising out of all such claims, suits or proceedings therefore. If an injunction should issue, Supplier shall procure for Fronius, and Fronius' subsidiaries and affiliates, and their respective vendors and customers, the rights to continue using the Products and/or Services supplied by Supplier.

10. CONFIDENTIALITY

10.1. Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are owned, supplied or disclosed by Fronius or its subsidiaries and affiliates, or Fronius' agents, representatives or customers in connection with the Order, in each case that are marked or otherwise identified (orally or in writing) as confidential or where their confidential nature is apparent at the time of disclosure ("Confidential Information"), shall be deemed confidential and proprietary to, and remain the property of Fronius or its subsidiaries and affiliates, or Fronius' agents, representatives and/or customers.

10.2. Supplier may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under the Order; provided, however, that prior to all disclosures of Confidential Information to a third party, Supplier shall secure Fronius' prior written consent to such disclosure. Upon request by Fronius, the Supplier shall promptly return or destroy the original and all copies of Confidential Information received.

10.3. The obligation to maintain confidentiality of all data and business trade secrets shall survive termination of the contractual relationship. This obligation of confidentiality shall also extend to subcontractors or affiliates of Supplier and where further business dealing negotiations commence but where ultimately no contract is executed.

10.4. Press Releases or other public communications in connection with the Order or this business relationship, or the personnel or affairs of Fronius or its affiliates, including use of the mark or any trademark or similar mark of Fronius or its affiliates, may only be published with the express written consent of Fronius. A revocation of previously granted rights may be made at any time without cause and shall result in the immediate deletion/forbearance of further use (for advertising purposes, reference lists, press releases, etc.) without claims to compensation.



10.5. Upon termination of the Order for any reason, Supplier shall return to Fronius all records, materials and information belonging to and/or received from Fronius, including but not limited to, all Confidential Information and all information accumulated and accrued pursuant to the Order. Supplier is entitled to retain a copy of all such records, materials and relevant information necessary for tax, audit or other legitimate or business reasons for its files, and shall continue to be bound by the confidentiality obligations herein with respect to any such retained Confidential Information.

11. DEFECTS, INSPECTION AND WARRANTY

11.1. Fronius has the right to reject delivery of any Products or Services not conforming to the terms of the Order. If Fronius rejects any nonconforming Products or Services as nonconforming, the product quantities under the Order shall automatically be reduced unless Fronius agrees otherwise and notifies Supplier in writing. Supplier shall not replace product quantities so reduced without a new order or schedule from Fronius. If Fronius does supply a new order or schedule to replace the nonconforming Products or Services, the Supplier shall replace the nonconforming Products or Services promptly at its own risk and expense. Nonconforming Products will be held by Fronius for disposition in accordance with Supplier's instructions at Supplier's risk and expense. Supplier's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Fronius, at Fronius' option, to charge Supplier for storage and handling, or to dispose of the Products, without any liability. Payment for nonconforming Products shall not constitute acceptance, and shall not limit or impair Fronius' right to assert any legal or equitable remedy, or relieve Supplier of any responsibility or liability for defects of the Products.

11.2. Fronius is not required to inspect Products delivered or Services performed, and no inspection or failure to inspect, or testing of or payment for the Products or Services, will reduce or alter Supplier's obligations under the Order, or prejudice Fronius' rights in any way. Supplier agrees that Fronius shall have the right to enter Supplier's facility at reasonable times to inspect the facility, Products, materials and any property of Fronius covered by the Order. Fronius' inspection of the Products, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Products.

11.3. In addition to all implied warranties, Supplier expressly warrants that all Products or Services covered by the Order shall conform to the specifications, drawings, samples, or descriptions furnished to or by Fronius, and shall be merchantable of good material and workmanship and free from defect (whether patent or latent). In addition, Supplier acknowledges that Supplier knows of Fronius' intended use and expressly warrants that all Products covered by the Order which have been selected, designed, manufactured, or assembled by Supplier, based upon Fronius' stated use, will be fit and sufficient for the particular purposes intended by Fronius. Supplier shall indemnify, defend, and hold Fronius harmless from and against any Losses arising out of or in connection with the manufacture, sale, use or delivery of the Products and Services provided by Supplier. Any attempt by Supplier to limit, disclaim, or restrict any such warranties or any remedies of Fronius, by acknowledgment or otherwise, in accepting or performing the Order, shall be null, void, and ineffective without Fronius' written consent and is expressly rejected by Fronius. Supplier's warranties shall run to Fronius, its successors, assigns, customers at any tier, and ultimate users.

11.4. Recalls of Products shall be undertaken by Supplier as required by a governmental agency, court or other authority or in Fronius' discretion.

12. INDEMNIFICATION AND INSURANCE

12.1. Supplier shall, at its cost and expense, indemnify, defend and hold harmless, Fronius and its parent, subsidiaries, affiliates, agents, and representatives, and their respective officers, directors, shareholders, members, managers, employees, agents, and representatives (each, an "Indemnified Party"), from and against any and all Losses incurred by or demanded of an Indemnified Party in any manner resulting from or arising out of, in whole or in part (a) Supplier's or any subcontractor's performance of the Order; (b) Supplier's negligence, willful misconduct, non-performance, breach of these General Terms, breach of warranty, non-compliance with any applicable law or strict liability; (c) injury to any person in the employment of Supplier or any of Supplier's subcontractors; (d) the presence of Supplier or its subcontractors or any of their employees on Fronius' or Fronius' customers' premises; (e) any defectiveness or the use of any Product, Service, or equipment owned or provided by Supplier; (f) any decision to recall any Product; and (g) any actual or alleged claim or suit that any Product or Service provided by Supplier or the use thereof infringes the intellectual property rights of any third party. This Section shall survive the termination of the Order for whatever reason.

12.2. Without relieving Supplier of any of its obligations hereunder, Fronius may elect to defend or participate in the investigation and/or defense of any claim at its own expense. Supplier shall not settle or compromise any action, or consent to the entry of any judgment, in any claim for which indemnification may be sought hereunder without the prior written consent of Fronius, which consent shall not be unreasonably withheld or delayed. Except in connection with an indemnification claim hereunder, neither Supplier nor Fronius will be liable to the other for any special, consequential, indirect, or incidental damages, including without limitation lost profits.

12.3. Prior to commencing work, Supplier shall maintain, and upon request, furnish to Fronius a certificate evidencing (a) general liability insurance with coverage limits reasonably acceptable to Fronius and naming Fronius as an additional insured; (b) all risk property perils insurance covering the full replacement value of Fronius' property while in Supplier's care, custody, or control and naming Fronius as loss payee; and (c) worker's compensation insurance as required by applicable law.

13. COMPLIANCE WITH LAWS AND SAFETY PROCEDURES

13.1. Supplier shall comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Supplier's performance of its obligations under the Order, including maintenance of any legally required permits and certifications. Supplier shall supply Fronius with information reasonably required in order for Fronius to comply with applicable laws.

13.2. If Supplier's work under the Order involves operations by Supplier on the premises of Fronius or one of Fronius' customers, Supplier shall comply with all of Fronius' and/or Fronius' customers' safety and plant security procedures, and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Supplier shall be responsible for, and indemnify Indemnified Parties and Fronius' customers (if applicable) for, all Losses arising of or resulting from Supplier's failure to comply with such safety and plant security procedures.

14. MISCELLANEOUS

14.1. The failure of either Party at any time to require performance by the other Party of any provision of the Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision of the Order constitute a waiver of any succeeding breach of the same or any other provision.

14.2. Supplier shall not assign or delegate its obligations under the Order without Fronius' prior written consent. Fronius may assign or delegate its obligations under the Order without Supplier's prior written consent. The Order is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.3. Supplier and Fronius are independent contracting parties and nothing in the Order shall make either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

14.4. These General Terms are to be construed and governed under the laws of the State of Indiana, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Order. All disputes arising under these General Terms shall be brought exclusively in the State of Indiana or in the federal court for the Northern District of Indiana.

14.5. Except as the Parties may otherwise agree, the Order, data, notices, shipping invoices, correspondence and other writings shall be written in the English language. In the event of any inconsistency between any terms of the Order and any translation thereof into another language, the English language meaning shall control.

14.6. If any term of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Order shall remain in full force and effect.

14.7. The Order and these General Terms, together with any other Agreement, constitute the entire agreement between Supplier and Fronius with respect to the matter contained herein and supersedes all prior oral or written representations and agreements.

14.8. Section 1.7, Articles 4, 9, 10, 12 and 14, and any other provisions related to the Parties' post-termination obligations will survive the termination of the Order for whatever reason.

14.9. The Fronius Material Compliance Guideline, available at <https://www.fronius.com/en/about-fronius/procurement> define product quality requirements. All products delivered to Fronius must comply with the requirements set out in the Fronius Material Compliance Guideline at the time of contract performance. In the event of non-compliance, the non-compliance product shall automatically be deemed nonconforming and terms of Section 12.1 shall apply. Supplier is further obliged to provide Fronius free of charge with the product information required to verify compliance with the legal requirements and the Fronius Material Compliance Guideline and to store the requested material data information (declarations) completely and correctly in the Fronius online platform provided for this purpose. Supplier is responsible for regularly reviewing the Fronius Material Compliance Guideline and ensure Supplier is still compliant. Any amendment or change to the Fronius Material Compliance Guideline replaces the previous version and is valid with immediate effect from the date of such change.

14.10. Supplier shall comply with the Fronius Code of Conduct (<https://www.fronius.com/en-us/usa>) and any Modern Slavery regulations and human



rights regulations defined by various countries (e.g. Great Britain, Australia, etc.), and compliance includes assistance with Fronius' and its affiliate's audits if necessary.

14.11. Supplier acknowledges and agrees that a breach or threatened breach by it of any of its obligations in this Section 4 or Section 10 would give rise to irreparable harm to Fronius for which monetary damages would not be an adequate remedy. Accordingly, in the event of such a breach or threatened breach, in addition to any and all other rights and remedies that may be available to Fronius at law, at equity or otherwise, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to provide actual damages or that monetary damages will not afford an adequate remedy. Supplier shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction for any order granting equitable relief, in either case, consistent with these General Terms.

15. OFFICE - ADMINISTRATION

Fronius USA LLC, 6797 Fronius Drive, Portage, Indiana 46368
FEIN#: 26-0036-744; D&B#: 055496827; ID#: 0141720298