

## 1. Definitions

“**Agreement**” means an agreement between PGR and Supplier for PGR to purchase Goods from the Supplier and includes the PO, the Specifications, and these T&C.

“**Defect**” or “**Defective**” means any aspect of the Goods that does not conform to the requirements of the Agreement.

“**Force Majeure Event**” means an event outside of the Parties’ control that materially prevents or inhibits a Party’s performance of its obligations under the Agreement. Economic hardship, changes in market conditions, supply chain constraints, and the Covid-19 pandemic are expressly excluded from this definition.

“**Goods**” means the materials, equipment, or other tangible property to be furnished by Supplier to PGR, as set forth in a PO.

“**Party**” means PGR or Supplier, as applicable, and “**Parties**” means PGR and Supplier collectively.

“**PGR**” means Pine Gate Renewables, LLC, or the PGR affiliate entering into the PO, as applicable, in which latter case Pine Gate Renewables, LLC shall not be a Party to the Agreement.

“**Price**” means the amount in U.S. dollars to be paid by PGR for the Goods, as set forth in a PO.

“**Purchase Order**” or “**PO**” means a document provided by PGR to Supplier authorizing Supplier to furnish Goods to PGR on the terms described in the PO, including but not limited to these T&C.

“**Purpose**” means those purposes for which the Goods are typically acquired and deployed in the solar photovoltaic generating industry, as well as for any specific purpose communicated by PGR to Supplier prior to the date of the PO.

“**Specifications**” means the written requirements, parameters, technical characteristics, or other attributes with which the Goods are required to comply, as set forth in a PO and/or as specified in a Supplier’s provided literature concerning the Goods identified in the PO.

“**Supplier**” means the party that will supply the Goods to PGR pursuant to a PO.

“**T&C**” means these general terms and conditions of purchase, which govern POs.

“**Warranty Period**” means a period of two (2) years or the length of Supplier’s standard warranty for the Goods, whichever is longer.

## 2. Formation of Agreement

2.1 These T&C shall govern and apply to any Agreement.

2.2 An Agreement shall be formed upon Supplier’s written acceptance of a PO on the terms stated therein, including without limitation these T&C.

2.3 Such Agreement shall be the entire agreement between the Parties as to the specified Goods and shall supersede all prior agreements, arrangements, negotiations, understandings between the Parties regarding the Goods. No modification to the Agreement shall be made except in a mutually signed writing that expressly modifies the Agreement.

2.4 Any deviation from or supplements to these T&C may only be made explicitly in writing, including acknowledgment and agreement by the Parties as to such deviation or supplement. General terms and conditions of the Supplier, under whatever name, are expressly rejected by PGR.

## 3. Price

3.1 The Price is the maximum amount payable by PGR to Supplier for the Goods and is not subject to upward adjustment.

3.2 The Price constitutes Supplier’s exclusive compensation by PGR for the Goods and any of Supplier’s costs in connection with the Goods.

3.3 The Price includes all taxes (other than income taxes) that may apply to or be assessed in connection with the sale of the Goods, including without limitation VAT, GST, sales tax, excise, or duty.

## 4. Delivery

4.1 Supplier will deliver the Goods to the place specified and by the date stated in the PO. Delivery date is a material term of any agreement between PGR and Supplier as to Supplier’s sale of Goods to PGR. Time is of the essence with respect to delivery.

4.2 A delivery of Goods shall include documentation identifying the contents of each package delivered, which documentation shall

identify the PO according to which the delivery is made.

4.3 In the absence of a contrary specification in the PO, deliveries by Supplier shall be "Delivered Duty Paid" in accordance with the most recent version of the Incoterms, with risk of loss transferring to PGR upon delivery.

4.4 Supplier shall notify PGR of its unloading requirements within a reasonable time prior to delivery.

4.5 PGR may inspect and test the Goods at any time after delivery. The passage of time after delivery shall not excuse Supplier's obligations under the Agreement, including without limitation the warranty terms of Section 6.

4.6 PGR may reject any Goods it considers to be Defective. Supplier shall promptly remove any rejected Defective Goods and replace the same with Goods that comply with the Agreement.

4.7 Unless otherwise specified in the PO, packaging and packing material shall not be returned to Supplier.

## **5. Invoicing and Payment**

5.1 Supplier shall furnish an invoice to PGR containing a description of the Goods; the Price; identification of the applicable PO; delivery place, time, and terms (if different than provided in Item 4.3); and terms of payment.

5.2 Terms of payment shall be defined by the PO. In the absence of such provisions in a PO, the Price shall be payable by PGR to Supplier no earlier than net forty-five (45) days.

## **6. Warranties**

6.1 The Goods shall be new. Surplus, used, or refurbished Goods shall only be permitted if specified in the PO.

6.2 Supplier has good and marketable title to the Goods, free of all liens, encumbrances, or claims of any kind.

6.3 Supplier holds all necessary intellectual property rights required for PGR to use the Goods for the Purpose and grants PGR a perpetual, non-exclusive, worldwide license to all such intellectual property to the extent necessary for the Purpose.

6.4 For the duration of the Warranty Period, Supplier warrants that the Goods shall be free of Defects, strictly compliant with the Agreement and applicable law, and fit for the Purpose.

6.5 If during the Warranty Period the Goods do not comply with Section 6.4, Supplier shall promptly repair or replace the Goods at its own expense to the satisfaction of PGR. Any goods so replaced during the Warranty Period shall be warranted by Supplier for an additional period of one (1) year or the remainder of the Warranty Period, whichever is longer.

## **7. Indemnity**

7.1 To the fullest extent permissible under applicable law, Supplier shall indemnify, defend, and hold harmless PGR (along with its affiliates, owners, officers, directors, employees, agents, insurers, consultants, and representatives) against any and all claims, losses, damages, penalties, demands, suits, actions, causes of action, and costs, including without limitation reasonable attorneys' fees, to the extent caused by Supplier, the Goods, and/or Suppliers failure to comply with the Agreement or applicable law.

7.2 Without limiting the scope of Section 7.1, Supplier shall indemnify, defend, and hold harmless PGR (along with its affiliates, owners, officers, directors, employees, agents, insurers, consultants, and representatives) against any and all claims, losses, damages, penalties, demands, suits, actions, causes of action, and costs, including without limitation reasonable attorneys' fees, relating to any alleged infringement of patent rights or alleged misappropriation of trade secrets arising from or relating to the Goods.

## **8. Cancellation and Termination**

8.1 PGR may cancel delivery of Goods at any time for its convenience by written notice to Supplier.

8.2 In the event of such cancellation for convenience by PGR under Section 8.1, it shall pay Supplier its reasonable costs incurred to the date of cancellation and by reason of such cancellation, provided that such costs are documented to PGR's reasonable satisfaction.

8.3 PGR may terminate the Agreement by written notice to Supplier without further liability to Supplier in the event that (i) Supplier becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or similar official appointed over any of its assets, or is the subject of a petition for bankruptcy, reorganization, or similar protection or proceeding; or (ii) Supplier is in material breach of the Agreement or fails to substantially perform its obligations under the Agreement. and has not cured such breach or failure for a period of more than thirty (30) days after written notice from PGR of such breach or failure.

8.4 In the event of such termination by PGR under Section 8.3, Supplier shall be liable for PGR's costs and expenses incurred by engaging others to replace the Goods which exceed the Price, along with any other losses by PGR caused by such termination or to which PGR may be entitled at law or in equity.

8.5 Prior to and without prejudice to PGR's exercise of termination rights under Section 8.3, PGR may

## **9. Force Majeure**

9.1 If a Party's performance of its obligations under the Agreement is delayed, prevented, or materially inhibited by a Force Majeure Event, such Party shall be excused from performance to the extent and for the duration of such impact provided it complies with the requirements of this Section 9.

9.2 The Party claiming a Force Majeure Event shall notify the other party promptly and in writing within ten (10) business days of becoming aware of the Force Majeure Event. Such notice shall include, to the extent reasonably determinable, the Party's expectation of the duration and impact of the Force Majeure Event.

9.3 A Party is not entitled to the benefits of this Section 9 to the extent the claimed Force Majeure Event is caused by or contributed to by the Party claiming the Force Majeure Event.

9.4 A Party claiming a Force Majeure Event shall undertake all commercially reasonable

measures to mitigate and/or overcome the effects of the claimed Force Majeure Event.

9.5 In no case shall an event of Force Majeure be a basis for Supplier to claim an increase in the Price.

9.6 Where delay caused by a Force Majeure Event exceeds thirty (30) days, PGR may terminate the Agreement without further liability to Supplier.

## **10. Limitation of Liability**

10.1 IN NO EVENT SHALL PGR BE LIABLE TO SUPPLIER FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES. SUPPLIER WAIVES ANY CLAIM FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CHARACTERIZED, INCLUDING WITHOUT LIMITATION PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINISHED GOODWILL OR REPUTATIONAL HARM, COST OF CAPITAL, REGARDLESS OF WHETHER PGR IS ADVISED OR HAS REASON TO KNOW OF ANY SUCH DAMAGES.

## **11. Miscellaneous**

11.1 The Agreement binds the Parties and their respective successors and assigns. Except as otherwise stated expressly, there are no third-party beneficiaries of the Agreement.

11.2 Supplier shall not assign the Agreement without prior written approval of PGR.

11.3 The Agreement shall be governed by the law of the State of North Carolina without reference to conflicts of law principles.

11.4 Supplier shall treat this Agreement as confidential and shall refrain from any public announcement or advertisement concerning the sale of the Goods.

11.5 If any provision of the Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law, and such invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the Parties' intention with respect

to such invalid or unenforceable term or provision.

11.6 In the event of an inconsistency between the PO and these T&C, these T&C shall prevail to the extent of such inconsistency.

11.7 The failure of a party at any time to require full or partial performance of any provision of this Agreement does not affect in any way the full right of that party to require that performance subsequently.