



RENEWABLES ASIA

Terms and Conditions for Services of VDE Renewables Asia Pte. Ltd.

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1. Scope

These Terms and Conditions for Services are valid for all services rendered by VDE Renewables Asia Pte. Ltd. – hereinafter referred to as “VDE Renewables Asia” – for external customers, among other things for the following specified activities:

- Testing services for technical products, mainly PV-modules and systems (hereinafter referred to as "products"). This includes, among other things, the following types of tests:
 - Safety tests regarding electrical, mechanical, thermal, chemical, toxic, radiological and other hazards
 - Performance Testing
 - Testing of energy efficiency and environmental testing
 - Testing of conformity with directives
- Document inspections
- Issuing of expert opinions, statements and test reports for information
- Expertise regarding standards, other technical regulations and statutory provisions

2. Basic Provisions

- 2.1. The actual scope of the services to be rendered by VDE Renewables Asia is the result of the regulations agreed upon by the parties. This does not involve any protective effects for third parties. VDE Renewables Asia is not obliged to report on circumstances outside the scope of the contracted services. The services to be rendered by VDE Renewables Asia do not include the services to be performed by the customer himself (e.g. independent taking of test samples).
- 2.2. VDE Renewables Asia reserves the right to refuse to conduct tests on the basis of non-standardized test procedures which would jeopardize the results or would not be meaningful.
- 2.3. VDE Renewables Asia has the right to commission third parties selected by it to provide the services.
- 2.4. The information obtained as part of the activity shall be kept in confidence. However, a disclosure of said information e.g. to the authorities and accreditation bodies is permissible to the extent that the purpose of the contract or the accreditation rules so require or it fulfills statutory obligations. The customer hereby confirms that VDE Renewables Asia may disclose such information.
- 2.5. If the customer is provided with documents by VDE Renewables Asia, these remain the property of VDE Renewables Asia. The customer undertakes to keep

these documents in confidence and not to forward such documents to third parties without the prior consent of VDE Renewables Asia.

- 2.6. The customer may disclose the test reports, expert opinions, and other such documents obtained from VDE Renewables Asia to third parties only verbatim including their respective preliminary remark and with specification of the date of issue.
- 2.7. In the case of insolvency or foreign debtor protection proceedings similar in nature to the German insolvency proceedings on the part of the customer, VDE Renewables Asia has the right to discontinue the provision of services without incurring any resulting claims of the customer. However, in doing so, VDE Renewables Asia shall reasonably consider the legitimate interests of the customer and not intentionally inflict damage.
- 2.8. The customer consents to having its documents and data electronically stored in data processing systems of VDE Renewables Asia.

3. Placement of Orders and Accounting

- 3.1. The order shall be placed by the customer in writing, preferably by using a form that can be obtained from VDE Renewables Asia.
- 3.2. When placing the order, the customer shall provide VDE Renewables Asia with all documents and information necessary for the order.
- 3.3. The required advance payment must be received before the commissioned services will be provided. Partial invoices can also be issued with respect to the services already rendered.
- 3.4. The fees do not include GST, VAT and possibly incurring foreign taxes; taxes are applicable at the respective statutory rate.
- 3.5. The amounts invoiced are payable without discount upon receipt of the invoice. A right of retention and a right of the customer to set-off are excluded. In the case of default, interest of 5% over the base interest rate shall be due.
- 3.6. The customer is entitled to the results of the commissioned service only after the final invoice has been settled.

4. Testing of Technical Products

4.1. Product Testing

- 4.1.1. Test samples shall be tested according to current applicable normative requirements (generally on the basis of VDE specifications) as well as other technical regulations, guidelines and legal requirements. If there are no relevant technical regulations, VDE Renewables Asia at its reasonable discretion considers the generally recognized rules of technology when

determining the respective test basis to be used and informs the customer of such before the start of the test.

- 4.1.2. During tests to obtain a certification mark, a registration number or a certificate (e.g. EC type-examination certificate) it will be verified whether a product fulfills the relevant requirements.
- 4.1.3. If there is a change in a place of manufacture for an existing certificate (relocation or expansion), an identity check shall be performed on a product sample from the new place of manufacture at the expense of the customer to determine whether it still conforms to the originally certified version of the product.
- 4.1.4. Tests for the preparation of an expert opinion, a statement respectively a test report for the information of the customer can also be created according to test procedures or test specifications given by the customer.

4.2. Use of the Test Sample

- 4.2.1. VDE Renewables Asia has the right to keep reference samples for proof of the identity of the sample provided for the test or send them to the customer at his expense for safekeeping.
- 4.2.2. If a reference sample is sent back to the customer, he shall properly store and protect the reference sample and other documents specified by VDE Renewables Asia from damage for at least 36 months beyond the validity of the certificate. The customer shall make the documents available to VDE Renewables Asia at any time and free of charge for purpose of comparison with marketed products bearing a VDE Certification Mark.
- 4.2.3. Test samples that are no longer required will be disposed of by VDE Renewables Asia at the customer's expense. If the customer so desires, these samples can be returned to the customer at his risk and expense.

5. Special Inspections, Expert Opinions and Tests

- 5.1. In addition to the procedures described in clauses 5 and 6, the VDE Renewables Asia also offers inspections and conformity assessments within the scope of expert opinions and product tests in preliminary and ongoing production and/or shipment processes in order to examine product and process attributes for the customer.
- 5.2. This service can be utilized for all products and is not limited to VDE-certified products. The content and scope of the tests are agreed with the customer ahead of time. As part of this service, products can be examined with respect to attributes agreed upon by the recipient and manufacturer/supplier, including safety aspects, functionality, packaging, processing, completeness, etc. The agreed scope of service does not include products that are not part of the random sample group.

6. Appeal Procedure

- 6.1. Any disputes between the customer and VDE Renewables Asia shall first be submitted to an Appeal Committee with the objective of reaching an amicable settlement. So long as the aforesaid procedure has not been concluded, recourse to ordinary courts shall be excluded. This shall not apply with regard to provisional (preliminary) remedies such as interim injunctions. These shall be decided upon by the competent court regardless of any settlement procedure that may be pending.
- 6.2. Either party may have recourse to the Appeal Committee which shall meet within three weeks after the receipt of a founded appeal. It shall consist of:
 - one or two members appointed by the customer,
 - one or two members appointed by VDE Renewables Asia,
 - and the Chairman of the Appeal Committee appointed by the Permanent Advisory Committee of VDE Renewables Asia who shall convene the negotiations.
- 6.3. The Chairman of the Appeal Committee shall use his best efforts in accordance with his duty to reach an amicable settlement between the parties.
- 6.4. The settlement achieved shall be logged and signed by the Chairman and the parties. If applicable, necessary remedial actions shall be examined on the basis of their effectiveness and be documented.
- 6.5. If settlement cannot be reached within a period of six weeks after the first meeting of the Appeal Committee, the parties may have recourse to the courts.

7. Warranty, Liability, Rescission, Contractual Penalty

- 7.1. The warranty of VDE Renewables Asia is first limited to the remedial performance within a reasonable amount of time. If remedial performance is not successful, i.e. it is not possible, unacceptable for the customer, unjustifiably refused by VDE Renewables Asia or improperly delayed then the customer at his discretion is entitled to request reduction of payment or rescission of the contract.
- 7.2. The warranty period is one year from the transfer of risk. The transfer of risk is the provision of services, i.e. the notification concerning the provision of the commissioned services by VDE Renewables Asia.
- 7.3. VDE Renewables Asia assumes no liability with respect to the customer or third parties that the product or equipment of the customer is free of defects and suitable for use. Therefore, VDE Renewables Asia is not liable for damages caused by the product or equipment or respectively their use.
- 7.4. VDE Renewables Asia is only liable in cases of intention or gross negligence. A liability for slight negligence is excluded unless there is injury to life or health, or VDE Renewables Asia violates an essential contractual obligation. In the latter

case, the claim for damages is limited to the typical contractual, predictable damage.

- 7.5. VDE Renewables Asia shall not be liable for any damage to the samples resulting from testing, burglary, theft, fire, water, or other force majeure events. This also analogously applies for the documents provided by the customer.
- 7.6. A liability for the fact that the service is appropriate for the purpose of the customer is only assumed by VDE Renewables Asia if a respective warranty statement has been expressly provided in writing.
- 7.7. To the extent that third parties assert claims against VDE Renewables Asia, the customer indemnifies and holds harmless VDE Renewables Asia from any such claims.
- 7.8. The liability limitations of VDE Renewables Asia are similarly applicable for personal liability of the employees of VDE Renewables Asia as well as the vicarious agents appointed by VDE Renewables Asia.
- 7.9. VDE Renewables Asia is entitled, in the following cases, to rescind the contract without the customer being able to assert loss or damage.
 - Impossibility
 - default or a material breach of duty on the part of the customer
 - force majeure
 - strike
 - natural disasters
- 7.10. VDE Renewables Asia is entitled to impose a fine of up to € 50,000.00 if infringements against these Terms and Conditions are established.

8. Miscellaneous

- 8.1. This document is governed by the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 8.2. The place of exclusive jurisdiction is Frankfurt am Main, Germany.
- 8.3. Should any provision of these regulations be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by another, which corresponds to the same or at least the similar intention of these regulations.
- 8.4. These Terms and Conditions shall be effective as of January 15, 2019.