

150-0230 CONSOLIDATED TERMS AND CONDITIONS OF SALE (GLOBAL)

Applies to: SmartFlower Solar LLC (USA) and SmartFlower Solar GmbH (EU) (collectively, “SFS”)

Effective: October 1, 2026

Contracting Entity

The specific SmartFlower Solar entity identified as the seller in the applicable Contract (including any quote, order confirmation, or sales order) shall be the sole contracting party (“Contracting Entity”). All rights and obligations of SFS under these Terms apply only to such Contracting Entity in connection with the relevant transaction. For clarity, all references to SFS herein shall mean the applicable Contracting Entity.

1. Definitions

- **“SFS”** means collectively SmartFlower Solar LLC and SmartFlower Solar GmbH, as applicable based on the Contracting Entity.
- **“SFS LLC”** means SmartFlower Solar LLC, a company organized under the laws of the United States.
- **“SFS GmbH”** means SmartFlower Solar GmbH, a company organized under the laws of Austria.
- **“Contract”** means any quote, contract, sales order, order confirmation, or purchase order executed by SFS and Purchaser or otherwise accepted by SFS in writing and incorporating these Terms.
- **“Purchaser”** means the purchaser of Products, Parts or Services.
- **“Products”** means SmartFlower systems and complete units supplied by SFS.
- **“Parts”** means individual components, replacement parts, or accessories supplied by SFS separate from complete Products.
- **“Services”** means installation, engineering, assembly, training, or other services.
- **“Total Price”** means the price stated in the Contract.
- **“Ancillary Charges”** means taxes, duties, freight, insurance, and similar charges.

“Delivery”

means the time at which Products are made available to Purchaser or Purchaser’s carrier at the Delivery Point, or such other time as expressly stated in the applicable Contract.

“Delivery Point”

means SFS’s designated facility or other location identified by SFS in the applicable Contract or written delivery notice where the Products are made available for pickup by Purchaser or Purchaser’s carrier.

2. Scope and Acceptance

These Terms govern all Contracts. Acceptance is expressly limited to these Terms, and SFS hereby rejects any additional or different terms proposed by Purchaser, whether in purchase orders or otherwise. SFS’s performance shall not be deemed acceptance of any such terms.

3. Order of Precedence

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

1. These Terms
2. Executed Contract
3. Sales Order / Order Confirmation

4. Pricing and Payment Terms

- Prices exclude installation, freight, taxes, and other Ancillary Charges unless expressly stated. Unless set forth otherwise in Contracts, Purchaser agrees to pay all taxes, fees and other charges of any nature whatsoever imposed by any governmental authority, other than taxes on income of SFS. Any deviation from standard payment terms must be expressly set forth in the applicable Contract.
- Currency. All prices, invoices, and payments shall be denominated in the currency applicable to the Contracting Entity, as follows: United States Dollar (USD) for SFS LLC and Euros (EUR) for SFS GmbH. Any bank charges or currency conversion costs arising from payment in a non-designated currency are the responsibility of the Purchaser.
- Terms of Payment. A deposit of 50% of the "Total Price" is due and payable at time of order placement. The remaining balance, including all applicable taxes and transport charges is due and payable upon delivery readiness. Parts & Services orders require **100% prepayment**, unless otherwise agreed in writing by SFS. Any deviation from standard payment terms must be expressly set forth in the applicable Contract.
- SFS reserves the right to modify pricing prior to shipment if shipment occurs outside of the quote validity window.
- If payment of any amount invoiced is not made by the due date, SFS shall, in addition to all other available rights and remedies, be entitled to charge interest on the outstanding amount at the rate of one- and one-half percent (1 ½ %) per month, accruing daily, or the highest rate allowed by applicable law, if lower. Purchaser shall reimburse SFS for all costs and expenses incurred by SFS in connection with the collection of overdue amounts, including attorneys' fees.
- Purchaser shall reimburse all costs of collection, including attorneys' fees.

5. Delivery, Title, and Risk

Unless otherwise expressly agreed in writing in the applicable Contract, Delivery shall be **EXW**

SFS's designated facility (Incoterms® 2020). Delivery occurs, and risk of loss or damage transfers to Purchaser, when the Products are made available to Purchaser or Purchaser's carrier at the designated delivery point. Any delivery dates provided by SFS are estimates only and are not guaranteed, and SFS shall have no liability for any delay in delivery. Delay shall not relieve Purchaser of its payment obligations or entitle Purchaser to cancel any Contract without SFS's prior written consent. SFS may make partial shipments. Purchaser is responsible for all transportation, loading, freight, insurance, export, import, customs, duties, and regulatory compliance costs and requirements from and after Delivery unless otherwise expressly stated in the applicable Contract.

Title to Products shall remain with SFS until Purchaser has paid all amounts due in full. To the extent permitted by applicable law, Purchaser shall take all actions and execute all documents reasonably requested by SFS to protect SFS's retention of title or security interest in the Products.

6. Storage

If for any reason Customer fails to transport from the Delivery Point the Products pursuant to Section 5 within thirty (30) days of Delivery, then on such date SFS reserves the right to make a storage charge, up to 3.5% of the Total Price per month, for the period of storage, which shall be deemed to commence on the date when the Products were available for delivery. Storage will be billed monthly and will not be prorated. Product storage shall not exceed twelve (12) months and at that time, the Product(s) will be disposed of and any right by Purchaser to the Product shall end.

7. Inspection and Acceptance

Purchaser shall inspect Products within three (3) business days of Delivery. Failure to provide written notice of nonconformity within such period constitutes acceptance. Claims are limited to Products or Parts materially differing from the Contract or defective, subject to the warranty terms set forth in the document **150-0119 SMARTFLOWER LIMITED WARRANTY** and Section 9.1 below.

8. Order Cancellation

Orders may be cancelled only with SFS's written consent and, if permitted, within seven (7) days of order placement or deposit. Deposits are otherwise non-refundable.

9. Limited Warranty as Purchaser's Exclusive Remedy

SFS's warrants only material conformance to SFS' published specifications of the Products, Parts, and Services and that limited warranty is governed exclusively by the document titled **150-0119 SMARTFLOWER LIMITED WARRANTY**, as amended from time to time and incorporated herein by reference and that limited warranty shall be Purchaser's sole exclusive remedy

9.1 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE). SFS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALIDITY, STATUS, CONTINUING EFFECTIVENESS, OR EXPIRATION OF ANY CERTIFICATION, APPROVAL, LISTING, REGISTRATION, OR OTHER REGULATORY COMPLIANCE RELATING TO ANY PRODUCT, PART, OR SERVICE, WHETHER BEFORE, ON, OR AFTER DELIVERY. PURCHASER IS SOLELY RESPONSIBLE FOR VERIFYING THE APPLICABILITY AND CURRENT STATUS OF ANY SUCH CERTIFICATION OR REGULATORY COMPLIANCE FOR PURCHASER'S INTENDED USE, JURISDICTION, INSTALLATION, OR RESALE.

10. Limitation of Liability

To the fullest extent permitted by applicable law, SFS shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, revenue, use, goodwill, business opportunity, or data, arising out of or relating to any Contract, Product, Part, or Service, whether based in contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages. SFS shall not be liable for the cost of substitute goods, services, or replacement power generation. SFS's aggregate liability arising out of or relating to any Contract, Product, Part, or Service shall not exceed the amounts actually paid by Purchaser for the specific Product, Part, or Service giving rise to the claim. These limitations apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

11. Intellectual Property

SFS retains all intellectual property rights. Purchaser receives a limited, non-transferable license solely for use of the Products.

12. Data Usage

Purchaser grants SFS a limited right to use installation-related data, including images and general location data, for marketing and promotional purposes, subject to applicable data protection laws. Purchaser has the right to access, correct, or request deletion of personal data, and to object to or opt out of the use of personal data for marketing purposes at any time by providing written notice to SFS.

SFS shall not publish personally identifiable information without Purchaser's prior written consent and shall use reasonable efforts to generalize location and identifying details in public materials. SFS shall implement appropriate safeguards to protect personal data and limit its use to the purposes described in this Section 12.

Purchaser grants SFS and its authorized sales partners, service partners, component suppliers, software suppliers, contractors, subcontractors, and other authorized support providers access to internet-connected SmartFlower systems solely as needed to provide software updates, troubleshooting, service support, remote diagnostics, remote controls, component support, software support, product improvement, and related technical support.

For those purposes, SFS may share telemetry, location, customer personal data, and other system-related information with such authorized parties only to the extent reasonably necessary to perform those activities. SFS shall not otherwise share telemetry, location, or customer personal data with any third party without Purchaser's prior written consent, except as permitted or required by applicable law.

13. Export and Compliance

Purchaser shall comply with all applicable export, import, and regulatory requirements.

14. Force Majeure

SFS shall not be liable for failure or delay due to events beyond its reasonable control, including supply chain disruptions, regulatory actions, or natural events.

15. Indemnification

Purchaser shall indemnify, defend, and hold harmless SFS from all claims arising out of Purchaser's handling, installation, resale, or use of Products or Services. SFS shall indemnify, defend, and hold harmless Purchaser from claims that the Products, as delivered, infringe any third party's intellectual property rights.

16. Product Suitability

Purchaser is solely responsible for ensuring Products meet applicable local laws, codes, and intended use requirements.

17. Governing Law and Disputes

The governing law, venue, and dispute resolution method shall be determined solely by the applicable Contracting Entity as follows:

- If the Contracting Entity is **SFS LLC**
 - Governing Law: Massachusetts (USA)
 - Venue: Boston, MA
- If the Contracting Entity is **SFS GmbH**
 - Governing Law: Austria
 - Venue: Vienna
- Any dispute regarding the interpretation or validity of, or otherwise arising out of or relating to these Terms and Conditions, or relating to Products, Parts or Services sold or licensed hereunder will be subject to binding arbitration before a single arbitrator in accordance with the commercial rules of the American Arbitration Association or equivalent agency and shall be conducted only in the venue defined above.

18. General Provisions

The Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, proposals, and communications relating to its subject matter. Purchaser acknowledges that it has not relied on any representations not expressly stated in the Contract. Any amendments or modifications must be in writing. Failure to enforce any provision shall not constitute a waiver of that provision or any other provision. The Contract may not be assigned or transferred without SFS's prior written consent. Electronic signatures are valid and binding. If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Security Interest

SFS retains a purchase money security interest in Products until full payment is received.