

## **GENERAL TERMS AND CONDITIONS OF SALES CONTRACT OF ROOFIT SOLAR ENERGY OÜ**

These general terms and conditions of sales contract (hereinafter 'the General Terms and Conditions') form an integral part of the offers concerning the goods to be sold by Roofit Solar Energy OÜ (the 'Seller') to all persons (hereinafter 'the Buyer') accepted by the Buyer (hereinafter the 'the Contract').

### **1. General provisions**

1.1. The General Terms and Conditions apply if the Seller and the Buyer (hereinafter 'the Parties') have not agreed otherwise with each other in the Contract or annexes thereto.

1.2. Depending on the context, the definitions set out in the General Terms and Conditions in singular may also mean plural and vice versa.

1.3. The headings in the General Terms and Conditions have been inserted for convenience of reading only and do not affect the interpretation of the content of any of the provisions.

1.4. Each clause of the Contract and/or the General Terms and Conditions is interpreted with the rest of the provisions of the Contract and/or the General Terms and Conditions, following the spirit and purpose of the Contract. The invalidity of any of the provisions does not affect the validity, legality or enforceability of the rest of the Contract.

### **2. Object of Contract**

2.1. The Contract, annexes thereto and the General Terms and Conditions determine the Goods and the related rights and obligations and rights (hereinafter 'the object of the Contract'), the properties of the object of the Contract, its quality, quantities, dimensions, cost, payment and transport terms. The Seller sells and the Buyer buys the Goods offered by the Seller in accordance with the assortment offered by the Seller and under the terms and conditions provided for in the Contract (hereinafter 'the Goods').

2.2. The General Terms and Conditions of the Contract form an integral part of the sales contract entered into between the Seller and the Buyer.

### **3. Sale and delivery of Goods to Buyer**

3.1. The sale of the Goods may take place in two different manners, i.e. either:

3.1.1. based on the Buyer's order that the Seller has accepted and assumed for execution; or

3.1.2. under the terms and conditions provided for in the Seller's order submitted to the Buyer (hereinafter 'the Offer') if the Buyer has accepted the Offer without amending it in a format that can be reproduced in writing. By accepting the Offer, the Buyer agrees to buy the Goods under the terms and conditions provided for in the Offer and confirms this intent via the Contract.

3.2. Unless otherwise provided for in the Offer, the Offer will remain in effect for thirty (30) days of the day of preparation thereof. If the Seller has not received an acceptance of the Offer from the Buyer in a format that can be reproduced in writing by this deadline, the Offer will expire and no rights or obligations will arise for the Seller or the Buyer therefrom.

3.3. The submission of the Offer to the Buyer does not automatically entail an obligation for the Seller to perform the Contract (including an obligation to deliver the Goods or make them available to the Buyer). The Contract is deemed to have been entered into from the acceptance of the Offer by the Buyer and the terms of delivery set out in the Offer start only upon the receipt of the Buyer's Confirmation by the Seller.

3.4. If the Buyer must make a prepayment for the Goods, the Seller will start the performance of the Contract as of the moment when the Seller has received the prepayment in full. The Seller also has the right to refuse to perform the Contract if the Contract (including the Offer) prescribes the obligation of the Buyer to provide a security (e.g. a bank guarantee), but the Buyer delays with the performance of this obligation or the security has become invalid and the Buyer has not replaced it with a proper security.

3.5. The Goods sold on the basis of the Offer are made available to the Buyer in accordance with the manner agreed in the Contract on the condition that the Buyer has performed all of their obligations related to the Goods that arise from the Contract before this.

3.6. The term of delivery of the Goods is valid and binding on the Seller provided that the making available of the Goods indicated in the Offer is not hindered due to the circumstances specified in clauses 9.8 to 9.10 of the General Terms and Conditions, including due to an act or omission of third parties, authorities and officials or due to a delay in the performance of acts that constitute the duties thereof. In the latter case the term of delivery of the Goods is extended by the number of days during which it is not possible for the Seller to perform their obligations to the Buyer due to the circumstances specified in clauses 9.8 to 9.10 of the General Terms and Conditions.

3.7. The risk of accidental destruction of and damage to the Goods transfers from the Seller to the Buyer upon the transfer of the possession of the Goods in accordance with clause 3.9 of the General Terms and Conditions.

3.8. Upon the delivery of the Goods, the Buyer's representative is required to present an identity document that is in compliance with legislation and has been accepted by the Seller or the Seller's representative. If the identity document is not in compliance with legislation and the Seller or the Seller's representative does not accept it or, in the absence of an identity document or upon the refusal to present the same as well as if the person who acts as the Buyer's representative upon selling the Goods on the basis of the Contract is not the Buyer's representative indicated in the Contract, the Seller has the right to refuse to deliver the Goods to such a person.

3.9. The Buyer confirms the transfer of the possession of the Goods to them with its representative's signature and with writing the representative's clearly legible first name and surname, according to the request of the Seller or the Seller's representative either on the waybill or invoice. The Buyer has confirmed by the transfer of the possession of the Goods to the Buyer by the Seller or the Seller's representative that they have thoroughly examined the quality and quantity of the Goods beforehand and they comply with the terms and conditions of the Contract.

3.10. If, upon the sale of the Goods on the basis of the Contract, the Buyer does not assume the possession of the Goods in part or in full on the due date(s) and in the place indicated in the Contract, the Buyer is deemed to be in delay with the receipt of the Goods. The occurrence of a delay in the receipt of the Goods by the Buyer does not release the Buyer from their obligation to pay the selling price during the term agreed in the Contract. If the Buyer delays with the receipt of the Goods, the Seller has the right to withdraw from the performance of the Contract or demand that the Buyer compensate for the additional expenses and/or damage caused by the delay in the receipt of the Goods.

#### **4. Compliance of Goods with terms and conditions of Contract**

4.1. The Seller confirms that the quality of the Goods is in compliance with the requirements and terms and conditions established by the legislation in the Republic of Estonia. The Seller does not, and need not, know for which particular and/or specific purpose the Buyer wants to use the Goods. Before placing an order (clause 3.1.1) and/or accepting the

Offer (clause 3.1.2), the Buyer agrees to make sure that the Goods offered by the Seller are meant and suitable for use for the purpose requested by the Buyer. The Seller is not liable for the existence of special properties (including, for example, the existence of any specific certificate, attestation, declaration of compliance, etc., or a certificate, attestation, declaration of compliance, etc., issued by a particular person) and/or criteria (including, for example, arising from the design documentation of a particular construction work, public procurement documentation, etc.) of the Goods as requested by the Buyer. Upon the entry into the Contract, the Buyer acknowledges that the efficiency indicators, lifetime and many other parameters of the Goods depend on different circumstances, incl. the weather conditions, temperature, humidity and the quality of accessories related to the Goods, all of which may affect the appearance and performance (incl. efficiency) of the Goods.

4.2. Upon receipt of possession of the Goods, the Buyer must examine the Goods / have the Goods examined and verify the compliance of the Goods (including the documentation pertaining to the Goods) with the terms and conditions of the Contract. If, upon the transfer of the possession of the Goods, the Buyer identifies nonconformity of the Goods with the terms and conditions of the Contract (above all, nonconformity in terms of quantity and assortment as well as external damage), the nonconformity must be described in as much detail as possible on the waybill or invoice to be returned to the Seller. If the nonconformity of the Goods with the terms and conditions of the Contract is not described or is described in no sufficient detail on the waybill or invoice to be returned by the Buyer to the Seller, which means that it is not possible to identify the nonconformity with the terms and conditions of the Contract at the time of transfer of the possession of the Goods, the Goods will be deemed to have complied with the terms and conditions of the Contract at the time of transfer of the possession.

4.3. The Buyer must notify the Seller in writing of any other non-compliances (hidden deficiencies) of the Goods with the terms and conditions of the Contract no later than within fourteen (14) days of the moment when the Buyer had to learn of the nonconformity. The Seller is not required to take into account the complaints that have been filed after the expiry of the aforementioned term or that do not contain a sufficiently exact description of the nonconformity of the Goods with the terms and conditions of the Contract.

4.4 The intellectual property rights associated with the Goods belong to the Seller.

## **5. Payment terms**

5.1. The Seller sells the Goods to the Buyer in accordance with the Seller's price list that may be subject to customer-based discounts. Upon the sale of the Goods on the basis of the Offer, the prices indicated in the Offer are followed.

5.2. The Buyer pays the Seller for the Goods under the terms and conditions agreed in the Contract.

5.3. The Buyer agrees to pay for the Goods during the terms agreed in the Contract. An invoice is paid either in cash, by bankcard (if the Seller's technical systems allow that) or by means of cashless transfer to the Seller's bank account indicated on the invoice. An invoice is deemed paid by the Buyer as of the moment when the amount of money indicated on the invoice has been paid at the cash desk of the Seller in full or, in the case of cashless payment, as of the moment when the amount of money indicated on the invoice has been credited to the Seller's bank account in full.

5.4. The information to be set out on the payment order includes the Buyer's business name/name, the number of the invoice payable and the Buyer's contract number and reference number, if any. If the Buyer pays the Seller for the Goods by several instalments or makes payments on the basis of various invoices, the amounts received from the Buyer are deemed as a cover for the Buyer's obligations in accordance with the chronological order in which the obligations fall due, regardless of the payment details (i.e. the amounts that are deemed paid first are the Buyer's principal debt that has arisen the earliest in terms of time and the default interest related thereto, followed by the principal debt that has arisen the next in terms of time and the default interest related thereto, etc.).

5.5. Upon exceeding the payment deadline, the Seller has the right to request that the Buyer pay default interest at the rate of zero point one five (0.15) percent a day as of the day when the obligation falls due until the proper performance thereof. If the Buyer has delayed with payment of an invoice for more than thirty (30) days, the Seller has the right to assign a claim that it has against the Buyer to a collection company chosen by the Seller. In such a case, the Buyer also agrees to bear all the expenses directly or indirectly related to the assignment of the claim. The Buyer may not assign any rights or obligations arising from the Contract to third parties without the prior written approval of the Seller.

5.6. If the Buyer exceeds the payment deadline, the Seller has the right to suspend the issue of the Goods to the Buyer until the overdue invoice and the respective default interest invoice have been paid. If the Buyer has exceeded the payment deadline on two (2) occasions or more during the term of the Contract, the Seller has the right to unilaterally amend the payment deadline provided for in the Contract and/or the credit limit, or unilaterally terminate the Contract without giving any advance notice thereof. If the Buyer pays for the Goods in several instalments or makes payments on the basis of different invoices, and does not pay the entire purchase price specified in the Contract by the due date, the instalments previously paid by the Buyer for the Goods will not be subject to a refund.

5.7. A Buyer that is a company has no right to refuse to pay an invoice in part or in full due to nonconformity of the Goods with the terms and conditions of the Contract. If the nonconformity with the terms and conditions of the Contract existed upon the transfer of the risk of accidental destruction of and damage to the Goods to the Buyer, the Seller and the Buyer agree on compensating for such Goods separately.

5.8. The right of ownership of the Goods transfers from the Seller to the Buyer after the entire selling price has been paid and possession of the Goods has been transferred to the Buyer. The Goods belong to the Seller until the selling price has been paid in full and possession of the Goods has been transferred to the Buyer.

## **6. Amendment of Contract**

6.1. The Contract may be amended by agreement between the Parties and any amendments to the Contract are only valid if executed in writing and signed by both Parties, except in the instances provided for in the Contract and if the amendment of the terms and conditions of the Contract arises from the legislation in force in the Republic of Estonia. A Party examines the other Party's proposal for amending the Contract and provides its written response within fourteen (14) days of the day following the day when the amendment proposal was received. If no written objection to an amendment proposal submitted by the Seller has been received from the Buyer within the aforementioned term, the amendment is deemed to have entered into force.

6.2. The Seller has the right to unilaterally amend the General Terms and Conditions by informing about the amendment on the website [www.roofit.solar](http://www.roofit.solar) or in another manner determined by the Seller at least thirty (30) days before the amendments take effect. In addition to the notification, the new wording of the General Terms and Conditions and the date of its entry into force are published on the aforementioned website. Upon disagreement with the amendment to the General Terms and Conditions, the Buyer has the right to cancel the Contract pursuant to the procedure provided for in clause 7.2 of the General Terms and Conditions, performing all of its obligations arising from the Contract to the Seller.

## **7. Term of Contract**

7.1. The Contract enters into force as of the acceptance of the Offer by the Buyer.

7.2. The Parties have the right to cancel the Contract at any time, notifying the other Party thereof in writing at least thirty (30) days in advance. If the Buyer terminates the Contract before paying the purchase price for the Goods in full, the Seller has the right to retain 10% of the cost of the Goods as a contractual penalty. The Seller may terminate the Contract extraordinarily and immediately with a written notice at any if (i) the Buyer terminates its operations or the threat that the Buyer may terminate its operations emerges; (ii) bankruptcy proceedings are initiated against the Buyer or

enforcement proceedings are initiated against any assets of the Buyer; or the performance of the Seller's obligations arising from law is no longer possible due to legal provisions.

7.3. Upon the termination of the Contract by a Party, the Buyer must make all of the payments due to the Seller no later than on the last day of the term of the Contract. If the Buyer fails to perform the aforementioned obligation, the Seller may assign a claim against the Buyer to a collection company without adhering to the term provided for in clause 5.5 of the General Terms and Conditions.

7.4. Unless otherwise provided for in the special terms and conditions of the Contract, all the payments payable by the Buyer to the SELLER will fall due on the last day of the term of the Contract, including regardless of their possible initially later payment deadline.

7.5. The expiry of the Contract does not terminate the rights or obligations that emerged between the Parties before the end of the Contract.

## **8. Resolution of disputes**

8.1. The Parties seek to resolve any disputes or disagreements arising from the performance of the Contract by way of negotiations between the Parties.

8.2. Failing agreement, the dispute is resolved in Harju County Court in accordance with the legislation in force in the Republic of Estonia.

## **9. Liability**

9.1. The Parties perform their obligations arising from the Contract properly, reasonably, in good faith and with due diligence.

9.2. The Parties are only liable for a wrongful breach or improper performance of their obligations.

9.3. In no case is any indirect damage (including loss of profit, time of a Party or a Party's customer, etc.) or non-proprietary damage that may arise for a Party or a Party's customer or any other person related to a Party subject to compensation upon the breach of the Contract.

9.4. If the Seller's liability is not limited to a larger extent in the Contract or any other provision of the General Terms and Conditions or if the limitation of liability is null and void arising from law, the Seller's liability to the Buyer in respect of any claims is in any case limited to the selling price of the Goods that have been sold to the Buyer, are not in compliance with the terms and conditions of the Contract and/or have not been delivered to the Buyer by the Seller's fault.

9.5. The Buyer agrees to make every possible effort to avoid causing any damage to it, the Seller or third parties and/or to minimise such damage.

9.6. The Seller is not liable for any damage caused by the Buyer or a third party due to such use of the Goods that is not in compliance with the purpose of use of the Goods (including due to incorrect maintenance and/or installation that disregards the installation manual). Neither is the Seller liable for the damage that has arisen in the course of transport or transshipment of the Goods.

9.7. The Seller's liability for the nonconformity of the Goods only covers repair or replacement of the deficient Goods. The Seller is not liable for the damage or expenses related to the repair or replacement of the deficient Goods, including for the damage that has arisen/been caused to third parties. Neither is the Seller liable for the expenses of the additional operations indirectly related to the repair or replacement of the deficient Goods, including, for example, labour expenses, expenses of construction, excavation, lifting, etc., accessory devices, expenses of transport and follow-up work that do not directly constitute the repair and/or replacement of deficient Goods.

9.8. Failure to perform or perform properly the obligations arising from the Contract is excusable if a Party breached the obligation due to circumstances of force majeure. Force majeure means a circumstance (incl. strike, fire, flood, war, epidemic, establishment of an emergency situation, significant change in exchange rates, activities of the authorities, extraordinary activities of the Government of the Republic of Estonia and/or the Riigikogu) that is beyond the control of a Party and, based on the principle of reasonableness, the Party could not have been expected to take such a circumstance into consideration, avoid it, or overcome the impediment or a consequence thereof when entering into the Contract.

9.9. A Party whose activities upon the performance of obligations arising from the Contract are hindered due to the circumstances of force majeure is required to notify the other Party thereof in writing no later than within two (2) days of the occurrence of the respective circumstances.

9.10. A breach of the Contract is only excusable during the period of time when force majeure hindered the performance of the obligations arising from the Contract. If the impact of force majeure lasts for longer than ninety (90) days, the Contract will end unless otherwise agreed by the Parties.

## **10. Warranty**

10.1. All the Goods are covered by the warranty terms provided by the Seller, which are accessible on the website [www.roofit.solar](http://www.roofit.solar), but on the condition that the Goods have been installed, operated and/or maintained properly in accordance with the installation and safety manual of the Goods or, if no such manual exists, in accordance with the terms and conditions established by the manufacturer of such Goods. The installation and safety manual of the Goods can be found on the Seller's website [www.roofit.solar](http://www.roofit.solar).

10.2. The warranty is in effect and the rights arising therefrom can be used only in compliance with the legislation of the Republic of Estonia and it takes effect as of the moment of delivery of the Goods to the Buyer unless otherwise provided for in the Contract.

10.3. The initial warranty term will continue in respect of the Goods or the part of the Goods that have/have been repaired and/or replaced under the warranty.

10.4. The warranty is only in effect if:

10.4.1. the Goods have been maintained regularly in accordance with the Seller's installation and safety manual and documented in a manner that can be checked by the Seller;

10.4.2. the Goods have been used for their intended purpose and prudently;

10.4.3. the damage to the Goods has not been caused by any external impacts or third parties (e.g. a impact, pressure, concussion, shifting/subsidence of support structures or ground, deformation, vibration, unusual weather conditions, including excessive moisture, etc.) or an event caused by force majeure;

10.4.4. the elimination of deficiencies in the Goods/repair of the Goods has been performed operationally in compliance with the Seller's instructional materials, avoiding any increase in the deficiency and scope of damage.

10.5. The warranty is not in effect, among other things, in the following cases:

10.5.1. the Goods have been spoilt or they have broken after the delivery thereof to the Buyer due to the mechanical damage sustained during transport, installation or use;

10.5.2. the Buyer or any third party has not followed the installation and safety manual of the Goods;

10.5.3. the Goods have been processed, altered or damaged in any manner after the delivery thereof to the Buyer;

10.5.4. the Buyer has notified the Seller of the deficiency/deficiencies of the Goods with a delay;

10.5.5. the properties or appearance of the Goods have changed due to the impact of unusual weather conditions or other exceptional circumstances;

10.5.6. the deficiencies that became evident in the Goods arise from normal wear and tear.

## **11. Final provisions**

11.1. Upon the entry into the Contract, the Buyer submits to the Seller a list of authorised persons who are entered in the Seller's data systems and who have the right to represent the Buyer in communicating with the Seller upon submitting information for receiving an Offer, entering into the Contract and/or receiving the Goods as well as upon submission of complaints caused by the nonconformity of the Goods with the terms and conditions of the Contract and in any other cases arising from the performance of the Contract. Upon the expiry of the right of representation of the person entered in the list of authorised persons, the Buyer agrees to notify the Seller thereof immediately in writing, taking into account the reasonable time needed for making amendments in the Seller's data systems. The persons authorised by the Buyer are changed/supplemented pursuant to the procedure provided for in clause 6.1 of the General Terms and Conditions.

11.2. The Parties have agreed that all notices to each other are submitted in writing, except for informative notices or notices that may be submitted in another form in accordance with the Contract. Upon sending a notice via a post office, it is deemed delivered no later than after three (3) days have passed from its posting, unless an earlier date has been indicated on the delivery notice of the postal item. Notices are sent to the addresses of the Parties set out in the Contract. Informative notices that do not bring about any legal consequences when given to the other Party may be given by telephone or e-mail. The Party whose details set out in the Contract have changed agrees to notify the other Party thereof immediately in writing.

11.3. In addition to the Buyer's notification obligation provided for in clauses 11.1 and 11.2 of the General Terms and Conditions, the Buyer is also required to immediately inform the Seller of any other data and circumstances that have changed compared to that set out in the Contract or documents submitted to the Seller and that may hinder proper performance of obligations arising from the Contract (including, for example, the Buyer's merger, division, bankruptcy, enforcement or liquidation proceedings). At the Seller's corresponding request, the Buyer is also required to submit documents that certify such a change.

11.4. The Contract, except for the General Terms and Conditions, and information communicated upon the performance of the Contract by one Party to the other Party is confidential and the Parties agree not to disclose or make it available in any other manner to any third Parties without the other Party's prior consent in writing, except in the cases provided for in the legislation of the Republic of Estonia. However, the disclosure of information to a company that belongs to the same

group as the Party as well as to the Party's auditor, attorney, and credit and financial institution is not deemed a breach of the confidentiality requirement, provided that they also perform the duty of confidentiality. Neither is the disclosure of information to a collection company deemed a breach of the confidentiality requirement if such a right of a Party arises from the General Terms and Conditions.

11.5. The Buyer is an independent party to the Contract that buys the Goods from the Seller on its own behalf. If the Buyer resells the Goods to a third party, it will be done on behalf and on the account of the Buyer. Therefore, it is prohibited for the Seller to present itself as the Seller's agent or representative, and the Buyer may not conclude any transactions on behalf and on the account of the Seller. The legal relationship arising from the Contract is a legal relationship between independent parties.

11.6. The parties have agreed that the purchaser gives the seller a consent to present for its marketing purposes the purchaser's sites where the seller has sold its products

11.7 The parties have agreed that the purchaser gives the seller a consent for the seller to have access to the purchaser's electrical equipment (incl. inverter), and electricity production and consumption data to enable the seller to monitor this on an ongoing basis.

11.8 The Contract includes all the provisions and replaces all the earlier written and verbal negotiations between the Parties regarding the Contract. The invalidity or unenforceability of any provision of the Contract does not have an effect on the validity or enforceability of any other provision of the Contract.

11.9. These General Terms & Conditions are effective as of 7 August 2020.