

Sunrock General Conditions of Purchase (Netherlands) — 2025

I. GENERAL

1. Definitions

- **Agreement:** any written agreement, purchase order or order confirmation entered into between Sunrock and the Supplier regarding the supply of Goods and/or Services.
- **Confidential Information:** the nature and content of the Agreement and its performance, as well as all non-public business, technical, financial, ESG and project information relating to Sunrock or its affiliates, customers, investors or financiers.
- **General Conditions:** these general terms and conditions of purchase.
- **Goods:** all movable property (including PV modules, BESS units, inverters, transformers, switchgear, balance-of-system components, cables, mounting systems and other hardware), software, firmware, documentation and spare parts to be supplied by the Supplier to Sunrock, including any deliverables produced for Sunrock.
- **IP Rights:** all intellectual property rights, including copyrights (including rights in software and documentation), database rights, design rights, trade secrets, know-how and related rights.
- **Parties:** Sunrock and the Supplier.
- **Services:** all services provided by the Supplier to Sunrock, including design, engineering, software configuration, testing, logistics, installation support, commissioning support, training, maintenance and warranty services.
- **Subcontractor:** any third party engaged by the Supplier for performance of the Agreement.
- **Sunrock:** Sunrock Investments B.V. (Chamber of Commerce no. 55571190), with registered office at Pilotenstraat 37, 1059 CH Amsterdam, the Netherlands, or any other Sunrock group company identified in the Agreement
- **Supplier:** the party with which Sunrock has entered into the Agreement.
- **Written/In Writing:** on paper or by electronic means (including email), provided the identity of the sender and the integrity of the content can be sufficiently established.

2. Applicability

- 2.1 These General Conditions apply to all requests, offers, purchase orders and Agreements under which Sunrock purchases Goods and/or Services.
- 2.2 Supplier's general terms and conditions are expressly rejected and do not apply.
- 2.3 In the event of conflict between these General Conditions and the Agreement, the Agreement prevails.
- 2.4 Articles II (Goods) apply where Goods are supplied; Articles III (Services) apply where Services are provided.
- 2.5 Sunrock may amend these General Conditions. Amendments enter into force 14 days after notification unless a different date is indicated. Amendments apply to existing Agreements to the extent legally permissible.

3. Code of Conduct and Compliance

- 3.1 Supplier shall comply with Sunrock's Supplier Code of Conduct, and with all applicable laws and regulations, including sanctions, export controls, anti-bribery and anti-corruption, competition, human rights, environmental, health and safety, product compliance and WEEE, REACH and RoHS.
- 3.2 Supplier represents and warrants that neither it nor its Subcontractors are listed on, owned or controlled by persons on EU, UK, US or UN sanctions lists, and that Goods are not directly or indirectly sourced from or routed through sanctioned jurisdictions contrary to applicable law.

4. Confidentiality

- 4.1 Supplier shall keep Confidential Information strictly confidential, use it solely for performance of the Agreement and disclose it only to those who need to know and are bound by confidentiality

obligations at least as strict as those herein. This obligation survives termination.

5. Data Protection and Cybersecurity

- 5.1 To the extent Supplier processes personal data for Sunrock, Supplier shall comply with the GDPR and execute a data processing agreement upon Sunrock's request. Personal data shall not be processed outside the EEA without Sunrock's prior Written consent and appropriate safeguards.
- 5.2 Supplier warrants that Goods (including software and firmware) and Services are secure against cyber threats and comply with industry best practices, including vulnerability management, secure development, encryption in transit and at rest where appropriate, and timely patching. No connection to Sunrock's systems is permitted without Sunrock's prior Written consent. Security incidents affecting Goods or Services must be notified to Sunrock without undue delay and remedied immediately at Supplier's cost.

6. Audits

- 6.1 Sunrock or its appointed third party may audit Supplier's compliance with the Agreement, upon reasonable notice during normal business hours. Supplier shall reasonably cooperate and grant access to relevant sites, personnel and records. Sunrock bears audit costs unless material non-compliance is found, in which case Supplier bears reasonable costs.

7. Assignment and Subcontracting

- 7.1 Supplier may not assign, pledge or otherwise transfer any right or obligation under the Agreement, nor subcontract performance, without Sunrock's prior Written consent. This prohibition has property-law effect. Supplier remains fully responsible for Subcontractors.
- 7.2 Sunrock may assign or novate the Agreement in whole or in part to its affiliates, project companies, financiers or purchasers of the relevant project, and Supplier shall cooperate with any related formalities.

8. Termination

- 8.1 Sunrock may terminate all or part of the Agreement with immediate effect, without liability, by Written notice if: (a) Supplier materially breaches the Agreement and fails to cure within 14 days after notice, or if the breach is incapable of cure; (b) Supplier is granted suspension of payments, is declared bankrupt, enters into dissolution or liquidation, there is a change of control, or material deterioration of creditworthiness; (c) Supplier is unable or unwilling to perform on time or in accordance with the Agreement; or (d) a sanctions or compliance breach occurs.
- 8.2 Sunrock may terminate for convenience by giving one month's Written notice. In such case, Sunrock pays for conforming Goods delivered and accepted and Services properly performed up to the termination effective date. No compensation for loss of profit or consequential damages is due.
- 8.3 Termination is without prejudice to other rights and remedies and clauses intended to survive.

9. Indemnities and Insurance

- 9.1 Supplier indemnifies and holds harmless Sunrock and its affiliates from third-party claims, losses, costs and penalties arising out of Supplier's or its Subcontractors' breach, negligence, product defects, IP infringement, or violation of law.
- 9.2 Supplier is solely responsible for all taxes, social security, and employment obligations relating to its personnel and indemnifies Sunrock in this regard.
- 9.3 Supplier shall maintain adequate insurance with reputable insurers, including product liability, public liability and professional indemnity where applicable, each with minimum coverage customary for the industry and reasonably acceptable to Sunrock, and provide certificates upon request.
- 9.4 Sunrock's liability is excluded except in cases of intent or wilful recklessness of Sunrock's executive management.

10. Prices, Taxes, Invoicing and Payment

- 10.1 Prices are fixed, in euros, exclusive of VAT, and include all costs of performance, including duties, levies, packaging, transport, insurance, delivery, testing and documentation.
- 10.2 Unless otherwise agreed, payment is due within 30 days of receipt of a correct invoice and following delivery and acceptance of Goods or completion and acceptance of Services. Sunrock may set off and suspend payment if Supplier is in breach. Supplier has no right of suspension or set-off.
- 10.3 No price adjustments or indexation apply, except as expressly agreed in the Agreement.

11. Warranties and Remedies

- 11.1 Supplier warrants that Goods and Services: (a) conform to the Agreement, specifications and samples; (b) are new, free from defects in design, material, workmanship and installation guidance; (c) are fit for the particular purpose disclosed by Sunrock; (d) comply with applicable law, standards, grid codes and product compliance requirements (including CE marking, EMC, LVD, Machinery Regulation/Directive, and applicable cyber and safety requirements); and (e) are delivered with complete documentation, certificates (including type-test certificates), and instructions in English.
- 11.2 Minimum warranty periods: (a) PV modules: manufacturer product warranty not less than 12 years and performance warranty not less than 25 years on a linear degradation basis; (b) inverters and BESS: not less than 5 years; (c) other Goods and Services: not less than 2 years. Longer market warranties shall apply if customary or offered by Supplier. Warranties commence on the later of delivery or successful site acceptance. Warranties are assignable to Sunrock's affiliates, project companies, O&M contractors, financiers and downstream purchasers.
- 11.3 During the warranty period, Supplier shall, at Sunrock's option and at Supplier's cost, promptly repair, replace or reperform non-conforming Goods or Services, including removal, reinstallation, transport and on-site labor, and compensate Sunrock for direct losses arising from the defect, including lost production attributable to the defect where reasonably evidenced. Replacement items carry a new warranty period not less than the remaining warranty or 24 months after replacement, whichever is longer.
- 11.4 Spare parts and support shall be available for at least 10 years after delivery on fair and reasonable terms.

12. Intellectual Property

- 12.1 All IP Rights in deliverables, documentation, drawings, designs, configurations, software customizations, reports and other works specifically created for Sunrock under the Agreement vest in Sunrock upon creation and are hereby transferred to Sunrock on a fully paid, worldwide, perpetual and irrevocable basis. To the extent pre-existing IP is embedded in such deliverables, Supplier grants Sunrock a worldwide, perpetual, transferable, sublicensable, royalty-free license to use, maintain, modify and integrate such IP for the operation, maintenance, expansion, repowering, financing and sale of the relevant project.
- 12.2 Supplier warrants that Goods and Services do not infringe third-party rights and shall indemnify Sunrock for any IP claims. In case of an infringement allegation, Supplier shall promptly procure the right to continue use, or replace or modify the Goods/Services without loss of functionality; failing which Sunrock may terminate and obtain a refund of all amounts paid for the affected Goods/Services plus replacement costs.
- 12.3 Upon Sunrock's request, Supplier shall implement software escrow for critical software/firmware on terms reasonably acceptable to Sunrock, including release events for Supplier insolvency or failure to provide updates/security patches.

13. Performance Security

- 13.1 If agreed in the Agreement, Supplier shall provide an on-demand, unconditional bank guarantee issued by an EU/UK Tier-1 bank in a form acceptable to Sunrock, in an amount of 10% of the Agreement price, valid until expiry of the defects liability period.

14. Tests, Inspection and Acceptance

- 14.1 Sunrock may inspect and test Goods at any time prior to delivery, including at Supplier's or Subcontractors' premises, without this constituting acceptance. Supplier shall cooperate and remedy identified non-conformities.
- 14.2 Where factory acceptance tests (FAT) or site acceptance tests (SAT) are agreed, Supplier shall conduct such tests in accordance with the specifications, at its cost, and provide protocols for Sunrock's approval. Acceptance occurs only upon Written acceptance by Sunrock. Payment or signature of a delivery note does not constitute acceptance.
- 14.3 Rejected Goods shall, at Sunrock's option, be repaired or replaced without delay at Supplier's cost. If Supplier fails to do so promptly, Sunrock may remedy or replace at Supplier's risk and cost.

15. Delays and Liquidated Damages

- 15.1 Supplier shall promptly notify Sunrock in Writing of any risk of delay, reasons, and recovery measures.
- 15.2 For delay attributable to Supplier, liquidated damages of 0.5% of the Agreement price per commenced week of delay apply, capped at 20% of the Agreement price, without prejudice to Sunrock's right to claim higher actual damages to the extent the cap is unenforceable under applicable law. Sunrock may terminate for material delay and procure substitute performance at Supplier's cost.

16. Force Majeure

- 16.1 Neither Party is liable for failures caused by force majeure as defined under Dutch law, excluding events that a diligent supplier can overcome by reasonable mitigation, alternative sourcing, or use of buffer stock. Strikes limited to Supplier's business, shortages of labor or materials, price increases, or delays of Subcontractors are not force majeure.
- 16.2 The affected Party shall notify the other Party without undue delay, provide details and mitigation measures, and resume performance as soon as reasonably possible. If force majeure continues for more than 30 days, Sunrock may terminate the Agreement without liability.

17. Health, Safety and Environment

- 17.1 Supplier shall comply with site rules, HSE requirements and good industry practice, ensure personnel are properly qualified and equipped, and immediately address unsafe conditions. Hazardous materials shall be identified and handled in accordance with law and best practice, and Safety Data Sheets provided upon delivery.

18. Miscellaneous

- 18.1 If any provision is invalid or unenforceable, the remaining provisions remain in force and the invalid provision shall be replaced by a valid provision reflecting its intent as closely as possible.
- 18.2 Clauses which by their nature are intended to survive, including confidentiality, IP, warranties, indemnities, governing law and jurisdiction, shall survive termination.
- 18.3 The Agreement and these General Conditions are in English. If translated, the English version prevails.

19. Governing Law and Jurisdiction

- 19.1 The Agreement and these General Conditions are governed exclusively by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Disputes shall be submitted to the competent court in Amsterdam, the Netherlands.

II. GOODS

20. Delivery, Risk and Title

- 20.1 Delivery shall be DDP (Incoterms 2020) to the delivery address designated by Sunrock, unless otherwise agreed.
- 20.2 Risk transfers upon delivery and Written acceptance by Sunrock at the delivery point. Title transfers upon the earliest of full

payment or delivery at the delivery point; however, title to any replaced items reverts to Supplier upon replacement.

- 20.3 Sunrock may postpone delivery. Supplier shall store, preserve, insure and identify the Goods separately at Supplier's cost for up to 60 days; reasonable documented storage costs after 30 days may be charged to Sunrock.
- 20.4 Partial deliveries require Sunrock's prior Written consent.

21. Packaging, Transport and Documentation

- 21.1 Goods shall be properly packed, secured and labeled to prevent damage and facilitate safe handling and storage, in accordance with applicable standards and manufacturer recommendations.
- 21.2 Supplier shall provide at delivery all documentation, certificates of conformity, test reports, quality records, packing lists, user manuals, maintenance manuals, software release notes and firmware versions in English.
- 21.3 All shipments shall reference Sunrock's purchase order number and item numbers.

22. Product Compliance and Sustainability

- 22.1 Goods shall comply with all applicable EU and Dutch laws and standards, including CE marking, LVD, EMC, RED (if applicable), grid code requirements, eco-design, and energy labeling where applicable.
- 22.2 Supplier shall provide evidence of supply chain due diligence and compliance with EU Battery Regulation for BESS, including information requirements, safety documentation, UN 38.3 transport certifications, and end-of-life take-back arrangements where required by law.

23. Variations and Change Management

- 23.1 Any changes to specifications, quantities, delivery schedule or scope shall be agreed in Writing in a change order. Price or schedule adjustments must be reasonable, reflect demonstrable cost or time impact, and may not exceed market-conform levels. No change is effective without Written agreement.

III. SERVICES

24. Performance of Services

- 24.1 Supplier shall perform the Services diligently and professionally, in accordance with the Agreement, applicable standards and the project schedule. Time is of the essence.
- 24.2 Supplier shall provide qualified personnel with appropriate certifications and training. Sunrock may require replacement of any personnel deemed not suitable.
- 24.3 Sunrock may inspect and review the Services and deliverables at any time. No inspection or interim acceptance constitutes final acceptance.

25. Site Rules and Coordination

- 25.1 Supplier shall comply with site access requirements, method statements, permits to work and coordination instructions, and shall keep the site clean and safe. Supplier is responsible for tools and equipment used on site.

26. Additions and Omissions

- 26.1 Sunrock may order additions or omissions to the Services. Omissions shall result in a pro-rata reduction of the price. Additions shall be priced at market-conform rates no less favorable than those agreed elsewhere in the Agreement.

27. Personnel and Subcontractors

- 27.1 Supplier remains the employer and is responsible for all instructions to its personnel.
- 27.2 Supplier warrants compliance with applicable collective bargaining agreements, minimum wage, working time and immigration laws, and indemnifies Sunrock for violations.
- 27.3 Subcontracting requires Sunrock's prior Written consent. Supplier remains fully liable for Subcontractors.

IV. REMEDIES AND ACCEPTANCE

28. Acceptance Procedure

- 28.1 Acceptance occurs only when Sunrock issues Written confirmation that Goods and/or Services conform to the Agreement after completion of agreed inspections, FAT/SAT and documentation handover.
- 28.2 If acceptance is refused, Supplier shall promptly correct the deficiencies and resubmit for acceptance.

29. Remedies Cumulative

- 29.1 Sunrock's rights and remedies are cumulative and in addition to any rights under law, including price reduction, replacement, repair, termination, set-off and damages.

V. COMMERCIAL TERMS

30. Invoicing Requirements

- 30.1 Invoices must be issued after acceptance and include the purchase order number, item description, quantities, delivery date, VAT details and any agreed milestones. Improper invoices may be rejected.

31. Set-Off and Withholding

- 31.1 Sunrock may set off amounts payable by Supplier or withhold payments to secure performance or pending resolution of disputes regarding conformity.

VI. FINAL PROVISIONS

32. Final provisions

- 32.1 The Agreement, including these General Conditions and any schedules, constitutes the entire agreement between the Parties and supersedes prior understandings. In case of conflict, the order of precedence is: (1) the Agreement; (2) these General Conditions; (3) other documents referenced.
- 32.2 Notices shall be in Writing and sent to the addresses stated in the Agreement or such other address notified by a Party. Email notices are valid if receipt is acknowledged or can be reasonably evidenced.
- 32.3 Failure to enforce any provision shall not constitute a waiver. Any waiver must be in Writing and applies only to the specific instance.
- 32.4 If any provision is invalid or unenforceable, the remainder remains in force, and the invalid provision shall be replaced by a valid one approximating its intent.
- 32.5 These General Conditions apply to Agreements concluded on or after 1 October 2025, unless otherwise agreed in Writing.