

## GENERAL INSTALLATION CONDITIONS

### 1. Scope of Application, Power of Representation, No Subsidiary Agreements

- 1.1. This General Installation Condition (“GIC”) shall form the basis of the all future agreements concluded between the Parties which relate to in part or in whole to mounting works. Any subsequent amendments to Terms shall become valid if the Customer has demonstrably been informed of the amendment in text form and the signature of the Customer has been obtained.
- 1.2. Any terms and conditions of business of the Customer deviating from or supplementing this GIC shall not be valid. Silence does not constitute acceptance on Schletter’s part. This shall also apply if Schletter, in the knowledge of deviating terms and conditions of business of the Customer, renders delivery or other services without reservation.
- 1.3. Schletter’s employees shall not be entitled to make subsidiary agreements extending beyond this Agreement or which amend or waive these General Mounting Conditions. Schletter is represented by its duly authorized signatories.

### 2. Scope of Work, soil risk

- 2.1. This clause 2 shall only apply with regard to Services related to solar mounting systems. Unless otherwise agreed, Schletter shall hereby render following mounting services subject to the Scope of Work in the Cover Sheet and Annex B;

#### 2.1.1. At open area mounting systems:

- 2.1.1.1. Ramming of the foundation posts into suitable ground, free from obstacles and warfare materials (e.g. explosive ordnance)
- 2.1.1.2. Setting up the assembly rack; and
- 2.1.1.3. Setting up and securing the photovoltaic modules (“Module”) provided by the Customer;

#### 2.1.2. At car-port photovoltaic plants:

- 2.1.2.1. Drilling of holes in a suitable underground which is free from of obstacles,
- 2.1.2.2. Micro pile grounding in the holes with infiltration of concrete slurries,
- 2.1.2.3. Foundation construction and filling with fast grouting mortar,
- 2.1.2.4. Mounting of car-port support structure on foundations, and
- 2.1.2.5. Positioning and fixing of the photovoltaic modules provided by Customer on the support structure.

- 2.2. Further Schletter shall render following additional services:

#### 2.2.1. In relation to open area mounting systems (clause 2.1.1):

- 2.2.1.1. Performance of ramming tests and soil tests to inspect the terrain for its suitability and to check its stability; in isolated cases, it has been shown that, due to the size of the site in question and the random sample testing carried out on it, it is possible that difficulties can arise when ramming is performed during the actual construction phase. To this extent, Schletter cannot accept responsibility for the nature and suitability of the soil of the whole construction site,

2.2.1.2. Packing materials of delivered material by Schletter to be gathered and placed in a container provided by Customer,

2.2.1.3. Removal of machines and tools from the site on completion of the work.

2.2.2. In relation to car-port photovoltaic plants (clause 2.1.2):

2.2.2.1. Dynamic probing and/or probe drillings, and oil analyses to perform a prognostic verification of the suitability and durability of the ground.

2.2.2.2. Unloading and storage of the individual deliveries at the destination, and allocation of the material to the respective trade according to the progress of the construction works.

2.2.2.3. Collection of the packing material for the material provided by Schletter using the containers provided by Customer.

2.2.2.4. Clearance of the construction site (equipment and tools) upon completion of the works.

2.3. Unless otherwise agreed, following services are excluded or not within the offered price:

2.3.1. Drilling and Concreting at open area photovoltaic sites: If there are obstacles in the ground which hinder ramming partly or completely, it is necessary to drill a hole in which the foundation is concreted. If concreting is not possible, a thick gravel-sand-mix is necessary, in which the post is rammed. The additional costs have to be calculated individually and are not included in the contract. The amount of the additional costs depend on the effort and the condition of the ground respectively the kind of obstacle.

2.3.2. Concrete flanges or thick gravel-sand-mix which are needed to increase the stability of single foundations, if there should be areas detected during ramming, which are not solid enough and can therefore not provide the required stability.

2.3.3. Transfer of material on construction site, excluding the mere distribution from the storage zone on the site to the respective trades of assembly.

2.3.4. Filling of underground cavities with cement or other substances.

2.3.5. Unloading and storage of the individual deliveries at the destination, and allocation of the material to the respective trade according to the progress of the construction works, unless agreed otherwise. Customer shall render the required machines and vehicles for such operations.

2.3.6. Dynamic probing and soil analyses to perform a prognostic verification of the suitability and durability of the ground.

2.4. Due to trial pile driving and soil analyses based only on samples, it may not be excluded that problems might occur during ramming and/or additional measures in the event operations set out under clause 2.3.1 and 2.3.2 become necessary. Therefore, Schletter shall not be held liable for the quality and suitability of the soil. The regulations shall apply in the order as set out under clause 10 of this GIC. The soil risk shall be borne by Customer. For the avoidance of doubt, the Customer is liable for making sure the construction site is in good condition for the Services to be performed by Schletter and is liable for informing Schletter in case of occurrence of any change in the condition of construction site and any loss occurring due to non-compliance by the Customer with such liability will be compensated by the Customer.

### **3. Invoicing on Time and Materials basis**

3.1. Schletter may invoice the following works on a time and material basis:

- 3.1.1. Works not included in the offered scope of delivery, in particular works under to clause 2.3; labour hour works.
- 3.1.2. Any downtimes and waiting times in the execution of the construction works caused by Customer or third parties.
- 3.1.3. The costs for de- and remobilisation (in particular, re-equipment of construction site, costs of travel from and to construction site, and any applicable hotel cancellation fees), as well as additional expenses pursuant to clause 4.2 and 4.4.
- 3.1.4. Additional expenses due to deviations of the actual conditions on the construction site from those specified in the quotation.
- 3.1.5. Additional expenses for any subsequent material transfer in the construction zone (in particular clause 2.3.3).
- 3.1.6. Additional expenses to increase the ambient temperature to minimum 5° Celsius according to clause 7.1.2.
- 3.2. Schletter may invoice any expenses according to clause 3.1 at the following hourly rates per person and/or per machine:  
Site manager: € 48,00; machine operator and technician: €38,00; ram: € 35,00; wheel loader: €25,00; telescopic forklift: €35,00 (each plus applicable statutory VAT).

#### **4. Performance Period, Delay, Fixed Compensation, Default Liability**

- 4.1. Compliance with agreed deadlines for performance shall be subject to proper and due fulfilment of all Customer's duties. The right to object to unfulfilled contract shall remain unaffected.
- 4.2. If the Customer defaults in acceptance, or otherwise negligently breaches its duties to cooperate, in particular, according to clause 5, Schletter shall be entitled to claim for compensation of any damage incurred by it, including any additional expenses. Any further claims or rights shall remain unaffected.
- 4.3. Provided that the provisions set out in clause 4.2 apply, the risk of loss and damage of the goods shall be transferred to Customer at the time of being in default in respect of acceptance or Customer's delay.
- 4.4. If Schletter fails to perform the works in due time due to acts or omissions of Customer, or the buyer of Customer, the end customer or a third party commissioned by Customer to provide the works, or any person exercising public authority (in particular, due to non-compliance with Customer's duties to cooperate (especially clause 5), or due to delayed or defective delivery of supplies provided by Customer (especially clause 6), in particular, the provision of modules, or due to non-compliance with any other duties under this agreement), or any other reasons which are not attributable to Schletter, whether or not such reasons are caused by events of force majeure, then Schletter shall be entitled to extend the deadlines for the provision of works or of completion agreed between the Parties (if applicable) by one day for each day of delay. In addition, Customer shall reimburse Schletter any and all costs and damages incurred as a result of the de- mobilisation and re-mobilisation of technicians, and any additional expenses, according to clause 3, for further technicians required to make up for any delays. Consultation of further technicians shall be subject to agreement with Customer.
- 4.5. For each completed week of delay in respect of the final completion date due to reasons directly attributable to Schletter, Customer shall be entitled to a lump sum compensation of 0.5% of the net order value. Aforesaid lump sum compensation shall not exceed 5% of the net order value of that part of the overall delivery, which cannot be used in due time or as agreed due to delay. Minor delays

and/or insignificant impairment of the contractual object's usability shall not be considered as delay or defect. Notwithstanding the foregoing provision, Schletter has the right to prove that the damage actually incurred is lower than the lump sum compensation and apply a discount on the lump sum compensation. The compensation set forth in this clause 4.5 is the only remedy and damages claim that the Customer may claim against Schletter in case of a delay that is attributable to Schletter.

- 4.6. The final completion date shall not be binding, unless confirmed in writing and undersigned by Schletter.
- 4.7. Subject to express agreements made otherwise, the agreed execution periods shall not be deemed fixed dates, and any interim deadlines resulting from construction schedules shall not be considered contractual deadlines.
- 4.8. Schletter shall be held liable only for damages resulting from delay under the law of obligations, in cases of wilful action or gross negligence, including wilful action or gross negligence of representatives or agents.
- 4.9. Without prejudice to other limitations contained in this GIC, the liability of Schletter in the event of breaches of the contract (including material breaches) shall be limited to
  - 4.9.1.the foreseeable typical average damage
  - 4.9.2.and to 15% of the net order value in aggregate.

A material breach means a breach of such duty which is necessary to achieve the purpose of the contract and upon which Customer can rely on.

- 4.10. The personal liability of officers, workers, employees, representatives and agents of Schletter for damages shall be excluded or limited to the same extent as Schletter's liability.
- 4.11. Any loss of feed-in tariffs for PV plants, in particular, due to reduction of feed-in tariffs at a specified date, with Schletter not having confirmed a completion date as fixed date before the specified date and not having been notified in writing by Customer in advance of the amount of the loss of feed-in tariffs, shall not be deemed as damage for delay which is typical under the contract and reasonably foreseeable, and hence shall be excluded from liability for damages.
- 4.12. Notwithstanding any other provision of this GIC, neither party shall have any liability to the other party whether in contract (including under any indemnity), tort (including negligence) or for breach of legal duty or in any other way for:
  - 4.12.1. loss of revenues, profits, contracts, business or anticipated savings; or
  - 4.12.2. any loss of goodwill or reputation; or
  - 4.12.3. any special, consequential or indirect losses,in any case whether or not such losses were within the contemplation of the parties.

## **5. Customer's duties to cooperate**

- 5.1. Building permit etc.: Customer shall obtain all official legal approvals necessary for the operation of the construction site, in particular the building permit, zoning plan approval and amendments, and notification to the relevant authorities for the construction, and submit notice thereof to Schletter before construction starts (if needed).
- 5.2. Legal regulations: Customer shall observe all applicable legal regulations imposed to it as principal or general contractor, such as fencing of construction site, installation of signs, provision of washrooms,

electricity, common rooms for technicians and other construction site equipment common in this sector.

- 5.3. Unexploded Ordnance (“UXO”) clearing: Customer shall ensure complete and sufficiently deep clearance of the construction site from UXO prior to the start of trial pile driving, and submit sufficient proof thereof to Schletter (if needed).
- 5.4. Unloading and storage zone: Unloading according to clause 2.2.1.2 and 2.3.1.2 shall be subject to the condition that Customer allocated to Schletter a suitable zone of sufficient size for unloading and storage directly on the construction site which can be used over the entire construction period without relocations.
- 5.5. Ground holes: If trenches or cable ducts, or similar, are already present in the ground, they must be filled in before the start of construction work so that there is nothing to prevent unhindered travel over the site with no risk of damage. Fill-ups and civil works have to be solidified so that the geological conditions are complied with according to the geological report. If the fill-ups or civil works take place after the soil tests for Schletter’s geological report, Customer shall inform Schletter about the fill-ups before the beginning of the mounting works. Schletter will inform Customer in writing whether the fill-ups are sufficient to execute the contractual agreed works.
- 5.6. Ground cables: Customer shall provide for clearly visible markings on the ground indicating the location of power, gas and water lines using poles. Power, gas and water line have to be marked in a development plan which shall be made available to Schletter free of charge in electronic form (file format: .dwg; Autodesk AutoCAD) in due time prior to start of construction.
- 5.7. Ramming plan: Customer shall provide a ramming plan for the construction site in accordance with a detailed drawing provided and/or approved by Customer which shows the exact position of the ramming foundations on the construction site and exact location for each individual table. The location of the ramming posts has to be stated in a way that the posts can be located according to the Gauss and Boaga method or via GPS. The ramming plan determines the exact position of the ram foundations on the site. The Customer shall, at its own costs and under its own responsibility, mark the lines for the foundation posts at the beginning and the end of each line and, if the length of 50m is exceeded, after every 50 meters so as to allow for exact orientation of the lines.
- 5.8. Disposal: Customer shall provide containers of sufficient size to dispose of packing and waste material on its own costs.
- 5.9. Module supply - call-off plan: Customer shall, in coordination with Schletter, prepare a delivery and call-off plan for the modules provided by Customer to create the organisation of all trades involved on the site and thus to ensure smooth course of construction.
- 5.10. Module supply - logistics: Customer shall ensure proper storage of the modules to be supplied by Customer on the construction site allowing for smooth collection, allocation and assembly of the same by Schletter on site. Customer shall deliver these modules to Schletter in the usual packaging units with the same wattage for subsequent assembly. Packed modules shall be protected against bad weather conditions; especially modules packed in cardboard boxes are to be protected against rain.
- 5.11. Insurance: Customer shall provide and maintain adequate insurance against theft and/or damage for the modules and other materials provided by Customer during the entire period of storage.
- 5.12. String boxes: If the scope of delivery and mounting includes string box fixings, Customer shall inform Schletter in advance about the measurements and types of string boxes used for the respective photovoltaic plant.

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- 5.13. Construction site equipment: Customer shall provide, on its own costs, the following construction site equipment:
- 5.13.1. Construction site trailer as lounge room for workers and mobile office for construction site manager,
  - 5.13.2. Washrooms (WC) for workers/construction site manager,
  - 5.13.3. Water supply connection (hydrant) and
  - 5.13.4. lockable and walk-in material container (minimum length 3 meter) for small materials.
- 5.14. Accessibility of construction site: The vehicles and equipment set out in Work Stages Table provided by Schletter must reach their respective specified place of destination at the specified construction stage without any restriction and danger, and perform the intended purpose on-site. Customer shall particularly ensure load capacity of the ground surface and the underground. Customer shall also be responsible for clearance of the site from interfering vegetation and other obstacles, such as stones. Customer shall, at its own costs, clear the site, so vehicles and equipment can reach the site at time of work agreed between the parties without any restriction and danger. Customer shall be responsible for any default caused by insufficient or inaccessible soil.

Work Stages Table	Place and Work	Geological survey, Measuring	Screwing / Drilling	Mounting works of substructure	Mounting of modules
I. - III.					
<b>I. Preliminary Stage and Delivery</b>	Access and entry to construction site up to unloading, storage, or construction zones	<b>Truck/lorry</b>  For dimensions and other details please see fig. (a) below	<b>Truck/lorry</b>  For dimensions and other details please see fig. (a) below	<b>Truck/lorry</b>  For dimensions and other details please see fig. (a) below	<b>Truck/lorry</b>  For dimensions and other details please see fig. (a) below
<b>II. Mounting Stage</b>	Movement on the construction site between the storage zones for material or equipment to and on the actual place where the works are being carried out; on roads, tracks and between module/carport rows	<b>Pile driving machine</b>  For dimensions and other details please see fig. (b) below	<b>Pile driving machine</b>  For dimensions and other details please see fig. (b) below  <b>Drilling machine</b>  For dimensions and other details please see fig. (e) below  <b>Small stacker load truck</b>  For dimensions and other details please see fig. (c) below	<b>Large stacker load truck</b>  For dimensions and other details please see fig. (d) below	<b>Large stacker load truck</b>  For dimensions and other details please see fig. (d) below

<b>III. Clearing Stage</b>	Movement on the construction site between the storage zones for material or equipment, the disposal area for waste material, and to and on the actual place where the works are being carried out; on roads, tracks and between module/carport rows	<b>Large stacker load truck</b>  For dimensions and other details please see fig. (d) below	<b>Large stacker load truck</b>  For dimensions and other details please see fig. (d) below
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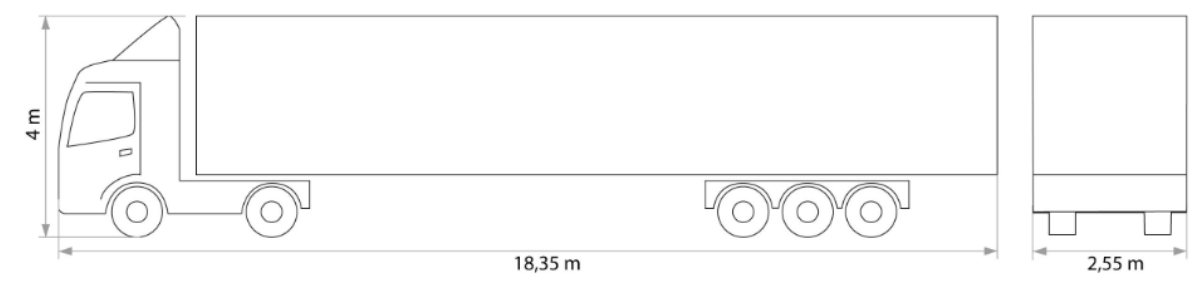
**Illustrations of vehicles/equipment used**

(images of vehicles/equipment below are simplified for illustration purposes)

**Fig. (a) Truck/lorry**

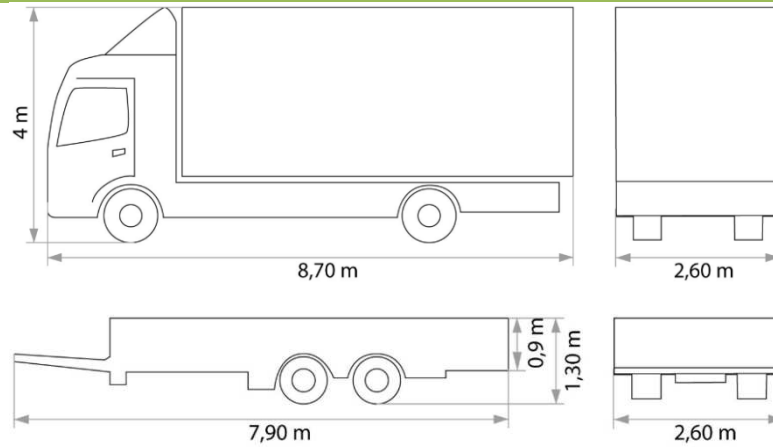
up to

- combined length (truck and trailer) of 18.35 meters,
- height 4 meters,
- width 2.55 to 2.60 meters,
- weight: approx. 40 tons



The figure shows a technical line drawing of a truck. On the left, a vertical dimension line indicates a height of 4 m. Below the truck, a horizontal dimension line indicates a total length of 18,35 m. On the right, a vertical dimension line indicates a width of 2,55 m. The truck has a cab and a long trailer with three axles.

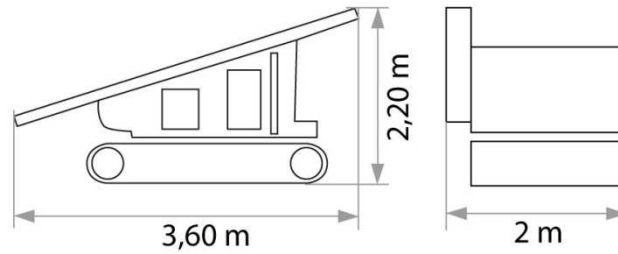




**Fig. (b) Pile driving machine**

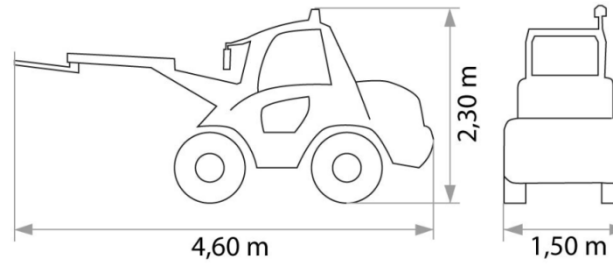
up to

- length 3.60 meters,
- height 2.20 meters (during transport; higher during )
- width 2 meters,
- tracked vehicle with some off-road capabilities;
- weight approx. 4t



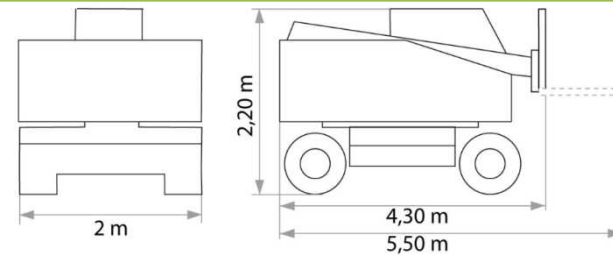
**Fig. (c) Small stacker load truck**

- length 4.60 meters,
- height 2.30 meters,
- width 1.50 meters,
- weight approx. 3.5 tons
- vehicle with off-road tires and limited off-road capabilities;



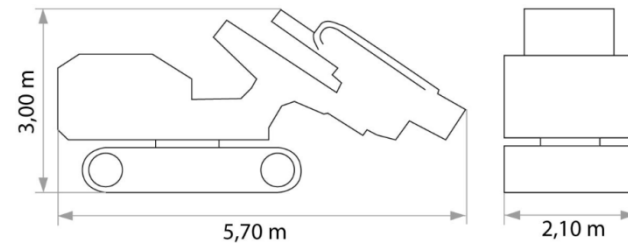
**Fig. (d) Large stacker load truck**

- length 4.30 meters (with retracted lift fork), 5.50 meters (with extracted lift fork)
- height 2.00 meters,
- width 2.00 meters,
- weight approx. 6 tons
- vehicle with off-road tires and limited off-road capabilities;



**Fig. (e) Drilling machine**

- Length 5.70 meters
- Height 3.00 meters (during transport)
- Width 2.10 meters
- Weight approx. 11 tons
- tracked vehicle with some off-road capabilities;



## **6. Supplies provided by Customer; Liability for Supplies**

- 6.1. Customer shall ensure usability of any modules or other materials provided by Customer.
- 6.2. If Schletter accepts modules of other manufacturers on behalf of Customer, Schletter shall perform visual inspection for obvious defects. No obligation to perform inspection or give notification of defects imposed to Customer towards its suppliers according Article 23 of the Turkish Commercial Code (“TCC”) shall be assumed by Schletter in favour of Customer.
- 6.3. Schletter shall assume liability only to the extent for care in its own business for modules, tools, equipment and other materials provided by the Customer to Schletter’s custody.

## **7. Force majeure**

- 7.1. Neither party shall be liable to the respective other party for failure to comply with their individual duties, save as the Customer’s duty to pay the price set out in Annex B , if such non-compliance is due to circumstances beyond the reasonable control of either party, or, in particular, due to any of the following events:
  - 7.1.1. maceration of the ground caused by rain or flood, or soil frost, if and to the extent that deployment of equipment and personnel of Schletter on the contractual territory is prevented.
  - 7.1.2. ambient temperatures of less than 5° Celsius with use of cement/concrete (drilling with simultaneous addition of cement/concrete and concrete foundation construction).
  - 7.1.3. any event or circumstance affecting a party or its suppliers or contractors (an “affected party”) which delays, hinders or prevents that party from performing any or all of its obligations and which arises from or is attributable to acts, events or omissions beyond the reasonable control of the affected party including without limitation embargo, general shortage of raw materials, restriction on energy consumption, strikes, lock-outs or other industrial action (whether or not involving the workforce of the affected party), act of God, war (or other action of military forces), terrorist attacks, riot, compliance with any law or governmental order, rule, regulation or direction in each case not being enacted or in place at the time of execution of the agreement.
- 7.2. The affected party shall immediately notify the respective other party of any event which prevents that party to comply with its contractual duties, and the end of such event.
- 7.3. If the affected party is prevented from performing its contractual duties for more than three months pursuant to clause 7.1, the respective other party may terminate the contract by providing a [one-month] prior written notice.

## **8. Subcontracting, Duties of Schletter**

- 8.1. Schletter shall only be responsible for the introduction, guidance and supervision of its own personnel, and, in the individual case, for giving instructions. At no time, shall Schletter and its personnel be involved in the operational and workflow organisation of Customer.
- 8.2. To the extent necessary in respect of nature and scope of the works, Schletter shall provide for accommodation and transport of its personnel and tools on its own account.
- 8.3. Schletter shall treat all equipment and tools provided by Customer with due care.
- 8.4. Schletter guarantees to deploy workers only if they are in possession of a valid working permit and social

insurance card in Turkey, and shall ensure that its subcontractors are bound to aforementioned obligations under Turkish Law in the same way. This shall not apply for personnel exempted from permit obligation.

8.5. Customer agrees that Schletter may subcontract agreed assembly works. Schletter warrants that the subcontractors commissioned by it have the necessary technical knowledge and personnel, and Customer herewith agrees with the award of subcontracts for all or specific assembly works.

8.6. If Schletter provides only own personnel to support the construction site management or other personnel of Customer in the supervision or execution of assembly, Schletter's liability shall be limited to the use of adequately qualified personnel. No liability shall be assumed by Schletter for tasks and activities of the construction site manager, expert construction manager, construction supervisor, planner or coordinator, and for assembly works. Schletter has no liability for the proper and professional provision of materials to be mounted according to the drawing.

## **9. Acceptance, Limitation Period for Defect Claims**

9.1. Customer shall inspect the works performed by Schletter immediately upon completion, or, in case of partial deliveries, before the delivery is covered by subsequent deliveries or processed by the subsequent trades- for their compliance with the agreed specifications. Customer shall not withhold acceptance in case of full compliance or minor deviations according to clause 9.6 from the agreed specifications.

9.2. Customer shall immediately notify Schletter of any defects identified during inspection, providing a sufficiently detailed description of the defects which allow Schletter to identify and remedy the same. Major defects shall be remedied by Schletter without undue delay, and submitted to Customer for re-acceptance. The Parties acknowledge that exercise of the right of withdrawal by the Customer due to minor defects will give rise to unjust and unbearable costs for Schletter and therefore cannot be exercised unless permitted under Article 475 of the TCO.

9.3. If Schletter requires formal acceptance of any delivery after completion, for example, by way of partial acceptance, then Customer shall be responsible to perform acceptance together with Schletter within 3 days. If Customer fails to declare acceptance or, in case of refusal of acceptance, does not provide a detailed description of the reasons for non-acceptance in writing (or, in case of formal acceptance, makes no records in the protocol), which allow Schletter to identify and remedy the defects, Schletter may grant an extension period of 12 days to Customer. If Customer fails to comply with its duties as mentioned above, the deliveries subject to acceptance shall be deemed accepted.

9.4. Acceptance shall furthermore be deemed completed upon expiration of 6 days once Customer makes use of or otherwise actively deploys the delivery or partial delivery, in whole or in part, in accordance with its intended purpose.

9.5. Reservations based on known defects shall be declared and enforced by Customer within 2 days from date of acceptance. Otherwise it is so accepted.

9.6. Acceptance shall not be withheld for minor defects. Aforesaid minor defects relate to such defects which do not significantly impair the usability of the object. Any minor defects shall be recorded by Customer in the acceptance protocol, and remedied by Schletter within a reasonable time period. Re-acceptance shall only include inspection of whether the defect was actually remedied.

9.7. The limitation period for claims for defects of the works performed shall be [12 months] from the date of transfer of risk.

## 10. Order of Priority

- 10.1. Unless otherwise agreed in individual contracts, the following terms and conditions in the order as provided herein shall apply to the respective contract: GIC, GTC (*Annex E: General Terms and Conditions for Sale and Supply*).