

**MEAGLE SUN SOLAR ENERGY
SYSTEMS CONTRACTING LLC**

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GENERAL TERMS AND CONDITIONS
7 pages

1. General

- 1.1. All legal transactions with Meagle Sun Solar Energy Systems Contracting LLC in the field of solar street lights, TOTEM, solar freezers, solar pumps, solar signage, photovoltaic elements and related products and services shall take place exclusively according to the following conditions.
- 1.2. We hereby expressly rule out a counter-confirmation on the part of the client with reference to its terms and conditions and/or purchasing conditions.
- 1.3. Assurances, subsidiary agreements and amendments to the contract shall require our written confirmation in order to be effective.

2. Quotation, order confirmation and conclusion of the contract

- 2.1. Our quotations are valid for thirty (30) days unless otherwise indicated.
- 2.2. We can accept an order from the client within a two week period, by sending an order confirmation.
- 2.3. The contents of our order confirmation shall be considered the determining factor for the contract.
- 2.4. Our order confirmations are valid for seven (7) working days and have to be countersigned and submitted by the client within the same period of time to become effective.
- 2.5. The contract shall be considered as effective after reception of the countersigned order confirmation from the client.
- 2.6. We are entitled to reject the order (contract), if the client does not submit the countersigned order confirmation within the validity period of our order confirmation.
- 2.7. We reserve the right to make technical changes provided that no unreasonable disadvantages for the client arise as a result.
- 2.8. Our quotations are made subject prior to sale and are therefore subject to confirmation and not binding until the conclusion of the contract, unless we explicitly describe them as

binding.

- . 2.9. In the case of projects, project certificates, official and other permits shall be obtained by the client and made available to us in good time.
- . 2.10. Our quotations, order confirmations, contracts and technical submittals (e.g. designs, drawings, calculations) are confidential and may not be copied or presented to third parties without our written agreement.
- . 2.11. If no contract is concluded, all material and documents we have made available (product samples, commercial and technical submittals, contracts, calculations, etc.) shall be returned to us on our request without delay. This includes also copies of the original documents done by the client or pictures taken from the product samples.
- . 2.12. In the case of feigning the conclusion of a contract, we reserve the right to demand damages, and reimbursement of expenses.

3. Performance deadlines and dates, acceptance

- . 3.1. The delivery dates stated by us are not fixed dates. The actual delivery date can diverge by up to 20 working days from the delivery date stated by us. In the case of a divergence of up to a maximum of 20 working days, the client shall not be entitled to assert any claims of whatsoever nature against us.
- . 3.2. Working days are counted according UAE calendar.
- . 3.3. The delivery countdown starts either with the reception of the advance payment or, if no advance payment has been agreed on, with the reception of the countersigned order confirmation.
- . 3.4. The delivery deadline shall be extended appropriately in the case of unforeseen events which are beyond our control (e.g. adverse weather conditions, lockdowns due to pandemic, war etc.), as far as these have an influence on the completion of the object to be supplied.
- . 3.5. Partial and pre-deliveries shall be permissible only to the delivery address mentioned on the signed order confirmation. Any cost related to change in the delivery address will be billed accordingly.
- . 3.6. The client may only withdraw from the contract in the case of a delay in delivery which is our responsibility, and provided that the promised service or delivery has not been effected within a reasonable period of grace.
- . 3.7. It is not possible to withdraw from the contract for independent services, partial deliveries, etc., which have already been rendered. In addition, claims on the part of the client due to non-fulfilment, late fulfilment and any possible consequential damage shall be excluded.
- . 3.8. After delivery, the client shall be obliged to carry out an acceptance test within five working days. If the client does not fulfil its obligation with regard to acceptance, the delivery will be either considered as accepted or we will set a reasonable period of grace.

3.9. If the client does not collect the goods within 4 calendar days after delivery, we are entitled to withdraw from the contract and to charge for the damage caused.

3.10. If the client delays the acceptance test or the pick-up of goods, we shall be entitled to charge for the damage caused, particularly storage costs and any additional costs.

4. Prices and terms of payment

4.1. Prices are indicated in the contract (order confirmation). The prices do not include the applicable rate of statutory VAT unless otherwise indicated.

4.2. Our prices includes supply and/or installation, testing and commissioning to a single delivery address indicated in the order confirmation.

4.3. Our prices include standard packaging for container seafreight transport. If special packaging for airfreight or truck transport with side loader is required or open top containers for seafreight, additional costs may arise, for which the client is responsible.

4.4. If more than six months pass between the conclusion of the contract and the delivery of the goods, we reserve the right to increase the price by a reasonable amount, particularly in the case of changes in the cost of materials, energy and wages.

4.5. The AE Dirhams shall be the standard currency for payments. Payment in other currencies shall require our written agreement. In this case, no disadvantages shall be caused to us due to exchange rates and exchange fees.

4.6. Payments shall be made in accordance with the contract (order confirmation). We reserve the right to deliver for cash in advance only. Discounts will not be granted unless otherwise agreed. If other methods of payment or provision of security are permitted by us, particularly letters of credit or bank guarantees, the additional costs which may arise shall be borne by the client.

4.7. Advance payments shall be settled within 5 working days after the contract (countersigned order confirmation) went into force.

4.8. In case an advance payment has been agreed on in the contract and the client fails to fulfil his payment obligations, we are entitled to withdraw from the contract and to charge for the damage caused.

4.9. Costs for export certificates or for the legalization of export documents (e.g. fees of the export country embassy), tests, reports and authority approvals or certificates (ESMA, ADQCC, SASO etc.) shall be the responsibility of the client.

4.10. In the case of default in payment, we shall be entitled to charge 12 % interest p.a. on arrears without setting a further deadline. Moreover, the client shall be obliged to reimburse us for all costs, expenses and cash payments caused as well as for costs which we have incurred as a result of the pursuit of our claims.

4.11. The client shall not be able to reduce or fulfill its payment obligations by offsetting these

against claims on us.

5. Reservation of title

- 5.1. All supplied and/or installed goods shall remain property of Meagle Sun Solar Energy Systems Contracting LLC until full payment has been received.
- 5.2. If the client should fall into arrears, we shall be entitled to take back the goods which are subject to our reservation of title. Taking back goods subject to reservation of title shall represent a withdrawal from the contract.
- 5.3. We shall be entitled to realise goods subject to reservation of title after taking them back. After deduction of a suitable amount for realisation costs, the realisation proceeds shall be offset against the amounts owed by the client.
- 5.4. The client shall immediately and explicitly inform third parties who assert claims to goods subject to reservation of title about our reservation of title.
- 5.5. The client shall be entitled to resell the object of sale in the ordinary course of business. To safeguard our legal position, - specifically to safeguard the outstanding receivables from delivery transactions between us and the client. The latter shall on the conclusion of the contract assign the usual receivables accruing to the client from the resale to the client's purchasers or third parties in the amount corresponding to the outstanding balance from the delivery transactions. The client shall also remain entitled to collect this receivable after the assignment. Our power to collect the receivable shall remain unaffected thereby. However, we engage not to collect the receivable for as long as the client fulfils his payment obligations, does not fall into default in payment and, in particular, no application has been made for the opening of bankruptcy or composition proceedings. If this is the case, however, we can demand that the client disclose the receivables assigned to us and the respective debtors, provide all the information necessary for the collection, release the appurtenant documents and notify the debtors (third parties) of the assignment.

6. Warranty

- 6.1. We guarantee for the period of one to five years from the date of delivery that the goods were – in accordance with the respective modernity at the time of the order – faultless in design, materials and craftsmanship unless otherwise stated below.
- 6.2. For NIMH batteries (accumulators) installed inside solar light poles, we guarantee for the period of three years after date of delivery as above, if pole design has been approved by us. We do not guarantee for batteries, if the pole design has not been approved by us.
- 6.3. Normal wear and tear as well as “acts of god”, accidental damage and improper handling are excluded from the warranty.
- 6.4. Warranty claims shall be asserted in writing detailing the defects. The object of the complaint (part) shall be sent back by the client to our premises in Dubai – at the cost of the client – for inspection and/or repair unless otherwise agreed on. Parts which cannot be sent back to us (e.g. steel poles) have to be kept available for inspection unless otherwise agreed

on.

6.5. We are free to decide either to repair defect parts or to provide a replacement (spare part).

6.6. Replacement deliveries (spare parts) as well as repaired parts will be provided ex works Dubai (EXW Dubai). Other expenses (transport costs) shall be borne by the client.

6.7. For warranty claims of batteries, we can either provide a replacement delivery ex works Dubai (EXW Dubai) for less than one year from time of delivery or provide "pro rata" compensation payment(s) in excess of one year.

6.8. The limit of the "pro rata" compensation payment for batteries is calculated as follows:
capacity of the battery (in Wh) times number of remaining days till end of warranty period
times 0.045 AEfils for 2 year warranty and 0.018 AEfils for 5 year warranty (per day and Wh).

6.9. Minor colour variations, colour variations which are a result of the use or the composition of different materials, as well as breakage and tears of the solar cells shall not be treated as deficiencies.

6.10. Painting or powder coating of HDG steel poles may be done for externally visible surfaces only. Non-coating of surfaces not externally visible shall therefore not be treated as deficiency.

6.11. Deviations of components within tolerances, which are defined in the applicable norms and standards, shall not be treated as deficiencies.

6.12. Inconsistencies in subsequent deliveries regarding the light characteristics (flux, colour temperature, etc.) relative to preceding deliveries are possible due to technological progress and the usage-dependent change of the light flux and shall not be treated as deficiencies.

6.13. The functionality of solar lights (particularly illumination strength, availability, etc.) highly depends on the conditions at the installation site. It shall not be considered a defect if, due to the conditions (light/shade, climate, air pollution, soiling of components) at the site, a product (solar light, etc.) provides a lower performance than that indicated by us for typical locations.

6.14. We shall not be liable for damages and/or accelerated aging of goods and our warranty is void in cases (not exclusively) such as:

a) improper storage of goods before installation. Batteries shall not be stored at ambient temperatures below 5°C and above 25°C. Batteries shall not be exposed to direct sunlight for extended periods.

b) Outdoor storage of electro-mechanical and electro-mechanical components without proper weather protection.

c) Defective installation by the client or third parties.

d) Installation of batteries in underground enclosures not fulfilling our design standards (e.g. minimum depth of 80 cm from final ground level next to enclosure to top of

battery).

e) Improper foundations.

f) Improper interventions, which have not been explicitly instructed or permitted by us. Such as: opening of components, in addition to unauthorised attempts at repair.

g) Improper cleaning. I.e. the goods are not designed for cleaning with high-pressure equipment.

6.15. Spare parts may diverge from the original parts which have to be replaced in their version and their design due to technical progress and design changes, provided that the functioning of the system as a whole is not impaired.

6.16. Reconditioned or repaired parts or parts of returned goods can also be used as spare parts, provided that the parts are visually and in their operability in conformity with new goods.

7. Product liability

7.1. Goods supplied by us only offer the level of safety which can be expected based on licensing regulations, operating instructions, our regulations on the treatment of the goods and other instructions given.

7.2. Any liability on our part shall be excluded if the storage, installation or use of the goods is not carried out according to the relevant regulations, recognised technological standards and the delivery description provided, as well as in the case of changes to the goods which were not carried out by us.

7.3. Continuing liability shall be excluded, regardless of the legal nature of the claim which is being asserted. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our staff, vicarious agents, managers and executive bodies.

8. Other provisions

8.1. The contract (order confirmation), its execution and the resulting entitlements shall be governed solely by UAE law unless otherwise agreed.

8.2. The place of jurisdiction shall be Dubai.

8.3. If individual terms of these general terms and conditions should be wholly or partly ineffective, this shall not affect the validity of the remaining contract.

8.4 any permanent or temporary environment development (constructions or landscape planning) affecting solar irradiation on the installation location;

- any wear from biological organisms, mildews or fungi ;
- any handling, clumsiness or negligence by non-expert or non-authorized person ;

- any lose, burglary or robbery of one or more equipment related to the solar PV plant operation ;
- any fire, explosion or lightning fall ;
- any water damage ;
- any machinery breakdown ;
- any falling objects, animals, plants, minerals, aircraft or spacecraft on one or more equipment related to the solar PV plant operation ;
- any storm or sand weight on the solar PV installation ;
- any case of force majeure as, but not limited to : seismic events, earthquakes and volcanic eruptions, tsunamis and ground fires ;
- any explosion, thermal heat discharge and irradiations from atom fissions or radioactive ;
- any war, declared or not, invasion, act of foreign enemies, hostilities and operations, civil war, insurrection, rebellion or revolution ;
- any confiscation, requisition, destruction or damage effects on one or more equipment related to the solar PV plant operation, by government order, of law or fact, or by any other authority instituted ;
- any strikes, riots and modifications of public order, terrorist attacks, that is, any crimes, acts or facts such as considered in criminal legislation in force, acts of vandalism, malicious or sabotages.