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General Conditions of Sale and Delivery of Soltrac GmbH

Flughafen Tegel 1, Hauptzufahrt ZKS-I, 13405 Berlin, Germany · Version GCS-02 · October 2026

1. General, Scope of Application

- 1.1 These General Conditions of Sale and Delivery ("GCS") apply to all offers, deliveries and services of Soltrac GmbH ("Soltrac", "we"). They apply exclusively vis-à-vis entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. By placing an order the Customer confirms that it acts in the exercise of its commercial or independent professional activity. We do not conclude contracts with consumers.
- 1.2 These GCS apply exclusively and only to the extent not expressly agreed otherwise in writing. Conflicting or deviating terms and conditions of the Customer apply only to the extent we have expressly agreed to them in writing. This also applies if we perform delivery without reservation while being aware of conflicting terms of the Customer.
- 1.3 These GCS, as amended from time to time, also apply to all future business with the Customer without any need for renewed reference to them.
- 1.4 Special Conditions of Sale that we make part of a specific order (for example for orders placed through our online order form) supplement these GCS and prevail over them in the event of conflict.
- 1.5 All contract documents are drawn up in English. Translations are for convenience only; the English wording is authoritative.

2. Offers, Conclusion of Contract, Changes

- 2.1 Our offers are always subject to change and non-binding (freibleibend). By issuing an offer, we assume no obligation to deliver, to conclude a contract or to reserve manufacturing or test capacities.

- 2.2 A contract is only concluded upon our written order confirmation (e-mail suffices). An order placed by the Customer, including an order placed through our online order form, constitutes a binding offer by the Customer, which the Customer may not revoke for ten (10) business days from its receipt by us. We will issue the order confirmation or decline the order within five (5) business days of receipt of the Customer's order. Automatic messages of our systems or of our payment service provider (acknowledgement of receipt, payment authorisation, payment receipt, invoice for a down payment) are not order confirmations. If we do not confirm within the above period, the offer lapses and any amount authorised or paid for that order is released or refunded in full.
- 2.3 Any deviation from the purchase order will be clearly identified in the order confirmation and requires the Customer's written acceptance. Until the order confirmation, all specifications, performance figures, prices and dates stated in offers are subject to a final technical and commercial review.
- 2.4 Changes to the specification, scope of delivery or schedule after conclusion of the contract require a separate written agreement (change management). Adjustments of prices or agreed delivery dates resulting from a change apply only where the change has been requested or initiated by the Customer and has been mutually agreed in writing. Changes initiated by us do not result in additional costs for the Customer or in an extension of the agreed delivery schedule after order confirmation, unless agreed by the Customer in writing.

3. Prices, Payment

- 3.1 All prices are net prices ex Soltrac production, plus statutory value-added tax and plus packaging, transport and, where applicable, insurance.
- 3.2 Unless otherwise agreed, the following payment schedule applies: 50 % upon order confirmation, 50 % upon delivery or notification of readiness for dispatch, in each case net within 14 days of receipt of invoice. For orders placed through our online order form and paid by card, the full purchase price is authorised when the order is placed and collected upon order confirmation. Timeliness of payment is determined by receipt of payment.
- 3.3 The Customer may only set off, or exercise a right of retention with, claims that have been finally determined by a court or are undisputed.
- 3.4 In case of reasonable doubts as to the Customer's ability to pay, in particular in case of payment default, all our claims become due immediately. In such cases we are also entitled to perform outstanding deliveries and services only against advance payment or the provision of security and to suspend manufacturing work until then.
- 3.5 In the event of payment default the Customer owes default interest at the statutory rate applicable between entrepreneurs (Section 288 (2) BGB, currently nine percentage points above the base rate of the Deutsche Bundesbank) and the statutory lump sum of EUR 40 (Section 288 (5) BGB). The assertion of further damage caused by default remains unaffected.

4. Delivery Periods and Dates

- 4.1 Delivery periods and delivery dates stated in offers, in our online configurator, in project plans or status reports are non-binding planning indications. A delivery date stated in our order confirmation is binding. Any deviation from the delivery date requested in the Customer's purchase order will be clearly identified in the order confirmation and requires the Customer's prior written acceptance. Subsequent changes to the agreed delivery date require prior written agreement between the parties.
- 4.2 Delivery periods commence upon our order confirmation and, where a down payment has been agreed, not before its receipt. Any information, documents, approvals, specifications or items to be provided by the Customer will be identified by us in the order confirmation. If a delay is directly caused by such inputs not being provided by the Customer in time, the parties will agree on any resulting adjustment of the delivery date in writing.
- 4.3 Delays of our sub-suppliers and customary procurement lead times for space-qualified components (e.g. solar cells, substrates, connectors) do not in themselves extend agreed delivery dates. We will inform the Customer without undue delay of any foreseeable impact on the agreed delivery schedule and provide an appropriate mitigation plan.
- 4.4 Events of force majeure and other circumstances outside our reasonable control – in particular official procedures including export control licensing procedures, energy or raw material shortages, industrial action, pandemics and cyber incidents – extend delivery periods by a reasonable time, at least by the duration of the disruption plus a reasonable restart period. We will inform the Customer without undue delay of any such event and its foreseeable impact on the agreed delivery schedule. If performance thereby becomes permanently impossible or unreasonable, both parties are entitled to withdraw from the contract with respect to the affected part; the Customer has no claims for damages in this respect.
- 4.5 We are in default only if the Customer has sent us a written reminder after the due date and has set a reasonable grace period, and this period has expired without result. The length of the grace period is determined by the circumstances of the individual order, taking into account the agreed project schedule.
- 4.6 If we are in default, compensation for damage caused by delay is, in the event of simple negligence, limited to 0.5 % of the net value of the delayed part of the delivery per completed week of delay, but in total to no more than 5 % of that value. Any further claims are governed exclusively by Section 8.
- 4.7 Unless expressly agreed in writing, we assume no warranty or liability for meeting launch windows, launch campaign, integration or mission dates of the Customer or of third parties. Fixed-date transactions (Fixgeschäft) are excluded.
- 4.8 We are entitled to make partial deliveries and render partial services to the extent this is reasonable for the Customer.

5. Delivery, Passing of Risk

- 5.1 Deliveries are made in accordance with the Incoterm® stated in our quotation and order confirmation (Incoterms® 2020). Unless otherwise stated there, deliveries are made FCA Soltrac premises, Flughafen Tegel 1, 13405 Berlin, Germany. Upon the Customer's request, deliveries are made DAP or DDP to the delivery address specified in the purchase order; the applicable Incoterm and the related transport costs are stated and agreed in the quotation and order confirmation.
- 5.2 Risk passes to the Customer in accordance with the agreed Incoterm. Where we arrange shipment under DAP or DDP terms, we remain responsible for the products and the associated transport risk until delivery at the agreed destination.

6. Retention of Title

- 6.1 We retain title to the delivered products until complete payment of the purchase price for the respective products. Retention of title applies exclusively to the specific products for which payment is outstanding.
- 6.2 The Customer is entitled to process the reserved goods in the ordinary course of business and to integrate them into satellites or other systems. We do not acquire ownership or co-ownership rights in any satellite, subsystem or other hardware of the Customer into which the products have been integrated.
- 6.3 In case of an imminent risk of insolvency of the Customer, we are entitled to demand provisional return of the reserved goods without withdrawing from the contract and without setting a grace period.

7. Product Quality; Claims Based on Defects

- 7.1 The agreed quality of the products is exclusively (a) their electrical functionality at the time of transfer of risk and (b) the electrical values recorded for the respective product in the test report or acceptance test record delivered with it, measured under the conditions stated therein and within the measurement uncertainty of the test equipment. All other data – in particular efficiency classes, power, voltage and current figures, remaining factors, radiation and lifetime data, storage life, dimensions, mass and the figures calculated by our online configurator – whether stated in datasheets, on our website, in offers or elsewhere, are indicative typical values under defined reference conditions. They do not form part of the agreed quality and do not constitute a guarantee (Garantie) within the meaning of Sections 443 and 444 BGB unless we have expressly designated a value as warranted in writing in the order confirmation. The parties agree that characteristics referred to in public statements of Soltrac or of manufacturers of components form part of the owed quality only to the extent set out in this Section 7.1.

- 7.2 Suitability for a specific mission, orbit, launch vehicle or specific environmental conditions (including radiation, thermal cycling, vacuum, atomic oxygen) is owed only to the extent expressly agreed in writing. Verification of the compatibility of the products with the Customer's overall system is the responsibility of the Customer. We orient our processes on standards of the European Cooperation for Space Standardization (ECSS); we are not certified to ECSS or other standards and do not warrant conformity of the products or of our processes with ECSS, AIAA or any other standard. References to such standards in datasheets or other documents describe the orientation of our processes only.
- 7.3 The Customer must inspect the products without delay after delivery; defects that are reasonably detectable during a standard incoming inspection must be notified in writing without delay, at the latest within ten (10) business days of delivery (Section 377 of the German Commercial Code, HGB). Latent defects and defects that can only reasonably be identified during subsequent integration, testing or operation must be notified in writing without delay, at the latest within ten (10) business days after their discovery, and remain subject to the warranty provisions of this Section 7. Products not timely rejected are deemed accepted.
- 7.4 In case of a justified and timely notice of defects we will, at our discretion, provide subsequent performance by remedying the defect or delivering a non-defective replacement. Our consent must be obtained before any return shipment. After handover of the products to a launch provider, integration into a launch vehicle or after launch, subsequent performance is excluded; the Customer's other statutory rights remain unaffected subject to these GCS.
- 7.5 If subsequent performance fails, the Customer may withdraw from the contract or reduce the remuneration.
- 7.6 Claims based on defects become time-barred twelve (12) months after delivery. This shortened period does not apply to claims for damages in the cases listed in Section 8.1 and to claims based on defects we have fraudulently concealed; such claims are subject to the statutory limitation periods.
- 7.7 Claims for damages and reimbursement of expenses are governed exclusively by Section 8.
- 7.8 Products must be stored in a dry cabinet at room temperature and handled with ESD protection from delivery until integration. Based on our experience we expect a storage life of three (3) years under these conditions; this is an expectation and not a warranted characteristic. We are not liable for degradation or damage attributable to storage, handling, processing or integration after transfer of risk.
- 7.9 The Customer may process, integrate and resell the products. Our warranty and liability exist exclusively towards the Customer; third parties, including the Customer's customers, derive no rights from the contract. Where the Customer grants third parties warranties or quality commitments exceeding this Section 7, it bears the resulting obligations alone. The Customer indemnifies us against claims of third parties arising from the Customer's processing, integration, resale or operation of the products to the extent such claims exceed our liability towards the Customer under Section 8.

8. Liability

- 8.1 We are liable without limitation (a) for intent and gross negligence, including intent and gross negligence of our legal representatives and vicarious agents; (b) for damages resulting from injury to life, body or health caused by a negligent breach of duty by us or an intentional or negligent breach of duty by our legal representatives or vicarious agents; (c) for defects we have fraudulently concealed and under guarantees (Garantien) we have expressly assumed in writing; and (d) under the German Product Liability Act (Produkthaftungsgesetz) to the extent it applies.
- 8.2 In all other cases we are liable for simple negligence only for the breach of material contractual obligations. Material contractual obligations are obligations whose fulfilment is a prerequisite for the proper performance of the contract and on whose observance the Customer regularly relies and may rely; this includes the obligation to deliver products that have the agreed quality under Section 7.1. In the event of a simply negligent breach of a material contractual obligation, our liability is limited to the foreseeable damage typical for this type of contract. The parties agree that the foreseeable, contract-typical damage consists of the costs of repair or replacement of the defective products and the reasonable and verifiable costs of removing the defective products from, and reinstalling conforming products into, the Customer's assembly at the Customer's premises, and that it is limited in amount to the net order value of the affected order.
- 8.3 In the cases of Section 8.2, liability for indirect and consequential damages is excluded. Indirect and consequential damages include in particular loss of profit, mission losses and mission aborts, loss of or damage to the satellite, the launch vehicle or coupled systems, launch and campaign delays, costs of lost or postponed launch windows, replacement launches, de-orbiting costs, loss of data, insurance premiums and deductibles, and claims of third parties against the Customer.
- 8.4 The parties acknowledge that the price of the products bears no relation to the value of the satellites, launch vehicles and missions into which they may be integrated, that we have no knowledge of or influence over the Customer's mission design, integration, testing and operation, and that the Customer alone decides on the use of the products in a given mission. The limitations in Sections 8.2 and 8.3 reflect this allocation of risk. Upon request before order confirmation, we will quote an extended liability cap against a surcharge.
- 8.5 The exclusions and limitations of this Section 8 apply equally to claims in tort (Sections 823 et seq. BGB) and to any other legal basis of the same facts, and also apply in favour of our corporate bodies, employees, representatives and vicarious agents.
- 8.6 The limitation period pursuant to Section 7.6 also applies to claims for damages and reimbursement of expenses based on a defect of the products, with the exceptions stated there.

9. Insurance, Mission Risk

- 9.1 Insurance of the mission, in particular transport, launch and in-orbit insurance, is the sole responsibility of the Customer.

- 9.2 The Customer shall procure that its insurers and its contract partners in the launch and mission chain (including launch service providers, integrators and operators) waive claims and rights of subrogation against us in respect of damage to satellites, launch vehicles, missions and coupled systems to the extent such waivers are customary in the launch industry, and shall include us as its contractor or subcontractor in any reciprocal waiver of liability (cross-waiver) under its launch services agreement. Upon request the Customer provides evidence of such waivers before delivery.

10. Drawings, Specifications, Proprietary Rights

- 10.1 The Customer is responsible for ensuring that drawings, specifications and items it provides are correct in terms of content and technical details and free from third-party rights; the Customer indemnifies us against third-party claims in this respect.
- 10.2 We warrant that the products are free from third-party industrial property rights and copyrights in the country of manufacture. In case of justified third-party claims, we will, at our discretion, either procure a right of use for the Customer or modify the products in a manner reasonable for the Customer. If this is not possible under commercially reasonable conditions or within a reasonable period, the Customer is entitled to its statutory rights of withdrawal and price reduction. Claims for damages are governed by Section 8.
- 10.3 We reserve all property rights, copyrights and other proprietary rights in offers, drawings, design, qualification and test data.

11. Confidentiality, Data Protection, Records

- 11.1 Documents provided by us may not be made accessible to third parties, duplicated or used for purposes other than those agreed.
- 11.2 Information provided to us in connection with inquiries and orders is not considered confidential unless its confidentiality is obvious or has been expressly declared by the Customer.
- 11.3 We process personal data in accordance with the GDPR and the German Federal Data Protection Act (BDSG) to the extent necessary to establish, perform or terminate the contractual relationship, and transfer such data to affiliated companies and service providers where required.
- 11.4 We retain test and delivery records relating to the products for five (5) years from delivery. Records of our internal sampling inspections are internal documents and are not disclosed.

12. Export Control, Sanctions

- 12.1 Our delivery obligations are subject to the condition that their performance is not prevented by national, European or U.S. export control and foreign trade regulations (including Regulation (EU) 2021/821, the German Foreign Trade and Payments Act and Ordinance (AWG/AWV), EAR/ITAR) or embargoes, and that any required licences are granted. Delays caused by licensing procedures do not constitute default. If required licences are not granted, we are entitled to withdraw from the contract without the Customer being entitled to claims for damages.

- 12.2 Our products may be listed dual-use items under Annex I of Regulation (EU) 2021/821 (in particular entry 3A001.e.4 for space-qualified solar cells, CIC assemblies, panels and arrays with an average efficiency exceeding 20 % under AM0 conditions) and may incorporate U.S.-origin components that make them subject to the U.S. Export Administration Regulations (EAR) upon re-export. The export control classification applicable to the products is stated in our order confirmation and on our commercial documents to the best of our knowledge; the Customer remains responsible for its own classification and licensing obligations.
- 12.3 The Customer is responsible for compliance with applicable export control and sanctions regulations upon any use, transfer, export or re-export of the products, whether as individual components or integrated into a satellite or other system, including transfer to a launch site outside the EU. The Customer shall apply for and obtain all licences and authorisations required for this purpose at its own expense and will, upon request, provide us with end-use statements and other required documentation. Any export or transfer of the products out of the European Union is carried out exclusively at the Customer's responsibility, risk and expense.
- 12.4 The Customer shall not sell, transfer, export or re-export the products, directly or indirectly, (a) to the Russian Federation, Belarus, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Syrian Arab Republic, the People's Republic of China (including Hong Kong and Macao), Pakistan or any other destination subject to an EU, German or U.S. embargo on dual-use items; (b) to any person or entity listed on EU, German, UN or U.S. sanctions lists or owned or controlled by such a person; or (c) for any military end use, for use in connection with weapons of mass destruction or their means of delivery, or for any other end use prohibited by the applicable regulations. The Customer confirms the civil end use stated in its order.
- 12.5 The Customer shall indemnify us against all third-party claims, fines and costs resulting from a breach of export control or sanctions regulations attributable to the Customer. We will provide the Customer with the information and documentation relating to our products that is reasonably required for the Customer to fulfil its export control and customs obligations (e.g. technical documentation, origin or classification information). Substantial additional services beyond the provision of existing product information may be agreed separately between the parties, where applicable against separate remuneration.

13. Final Provisions

- 13.1 Place of performance for all obligations arising from the contractual relationship is Soltrac's seat in Berlin, Germany.
- 13.2 The exclusive place of jurisdiction is Berlin, Germany, to the extent permitted by law. We are, however, also entitled to bring claims against the Customer at its general place of jurisdiction.
- 13.3 German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German conflict-of-laws rules.
- 13.4 Amendments and supplements to the contract, including this clause, must be made in writing; e-mail suffices.
- 13.5 Should individual provisions of these GCS be or become invalid, the validity of the remaining provisions remains unaffected.

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