



Special Conditions of Sale of Soltrac GmbH

Orders of GaAs solar cells (CIC), welded GaAs cell strings and Si-Core ST102 silicon string modules · Version SCS-03

SELLER	BUYER · COMPANY, ADDRESS, VAT ID
Soltrac GmbH	
Flughafen Tegel 1, Hauptzufahrt ZKS-I	
13405 Berlin, Germany	
REPRESENTED BY (AUTHORISED SIGNATORY) · NAME, E-MAIL	

1. Scope and Order of Precedence

- 1.1 These Special Conditions of Sale ("Special Conditions") apply to the sale and delivery by Soltrac GmbH ("Seller") to the Buyer named above of GaAs solar cells (CIC), welded GaAs cell strings and Si-Core ST102 silicon string modules (the "Products") ordered by the Buyer on the basis of a quotation of the Seller that refers to these Special Conditions (the "Order"). The products, quantities, prices, lead time and shipping terms of the Order are those stated in the quotation and confirmed in the Seller's order confirmation. The applicable datasheets (ES-30TJSC-30, ES-30TJSC-80, DS-ST102-01) describe the Products; their figures are indicative typical values within the meaning of Clause 4.1. "GaAs strings" are GaAs cells (CIC) from the Seller's stock welded into series strings to the number of cells per string and number of strings stated in the Order.
- 1.2 These Special Conditions supplement the Seller's General Conditions of Sale and Delivery (GCS-02). In the event of conflict, these Special Conditions prevail. Deviating terms and conditions of the Buyer do not apply, even if the Seller performs deliveries without express objection.
- 1.3 These Special Conditions are signed for the Buyer by the person named above, who confirms to be authorised to bind the Buyer and that the Buyer acts as an entrepreneur

(Section 14 BGB). The Order is a binding offer of the Buyer; a contract is concluded upon the Seller's order confirmation in accordance with Clause 2.2 GCS, and these Special Conditions form part of that contract.

2. Product Condition

- 2.1 GaAs solar cells (CIC) are sold from the Seller's existing stock in their present condition ("as available from stock"). The Buyer acknowledges that such Products were manufactured and stored prior to the Order and are not produced to the Buyer's specification. GaAs strings are welded from such stock cells on the Seller's standard stringing process; the Buyer's choice of cell type, cells per string and number of strings is a configuration of standard Products, not a Buyer-specific design, and the string interconnection follows the Seller's standard layout. Si-Core ST102 modules are manufactured to the Seller's standard specification per datasheet DS-ST102-01 and not to a Buyer-specific specification.
- 2.2 The Buyer acknowledges and accepts that individual GaAs cells may exhibit a coverglass misalignment of up to 0.5 mm relative to the cell edge, with the consequence that a narrow strip of the cell surface may not be covered by coverglass. Such misalignment constitutes an agreed characteristic of the Products (vereinbarte Beschaffenheit) and does not constitute a defect. This applies to all GaAs cells offered by the Seller.
- 2.3 The Seller orients its processes on ECSS standards but is not certified to ECSS or other standards. The Seller makes no representation that the Products or the Seller's processes conform to ECSS, AIAA or other standards, including with regard to coverglass coverage at cell (SCC) or assembly (SCA) level. Compliance of the Products or of any higher-level assembly with such standards is the sole responsibility of the Buyer.

3. Inspection and Test Scope

- 3.1 GaAs cells: Each cell is individually electrically measured (current-voltage characteristic) and recorded under its serial number. The compact test report delivered with the cells lists, per cell, the serial number and the measured short-circuit current, open-circuit voltage, current and voltage at maximum power, maximum power, fill factor and efficiency, together with the measurement conditions. Visual inspection under magnification, electroluminescence (EL) inspection and dimensional checks are performed on a sampling basis only (one cell in one hundred and ten). Records of sampling inspections are internal and are not disclosed.
- 3.2 GaAs strings: The cells used in a string are measured individually before welding as described in Clause 3.1, and the compact test report for these cells is delivered with the string. After welding, each string is checked by visual inspection and by an electroluminescence (EL) test for electrical function of the string; the EL test is

documented by an EL image per string which is delivered with the string. No electrical measurement (current-voltage characteristic, AM0 measurement) is performed at string level. Records of the visual inspection are internal and are not disclosed.

- 3.3 Si-Core ST102 modules: Each module undergoes an electrical acceptance test whose record is delivered with the module. No further inspection is performed unless agreed under Clause 3.4.
- 3.4 A complete inspection of all cells, strings or modules (visual inspection under magnification, EL inspection of every cell, AM0 or current-voltage measurement at string level and further tests) is performed only if agreed in writing before order confirmation and against a separate charge. It is not part of the standard scope of delivery.
- 3.5 The Buyer accepts the resulting risk that cosmetic or microscopic deviations (including, without limitation, coverglass misalignment per Clause 2.2, minor cracks, chips or knicks in the coverglass) may be present in Products not individually inspected and remain undetected at delivery. Such deviations do not constitute defects and do not entitle the Buyer to rejection, replacement, price reduction, rescission or damages.
- 3.6 Clause 3.5 does not apply to deviations that render a Product electrically non-functional as measured against the values warranted in Clause 6.1.

4. Performance Data; No On-Orbit Performance Warranty

- 4.1 Datasheet values, radiation degradation data (including 1 MeV equivalence data measured without coverglass protection), efficiency classes, acceptance and threshold values stated in datasheets, storage life and similar figures are based on ground measurement at begin of life under stated test conditions or on the Seller's experience. They describe typical characteristics and, unless expressly designated as warranted in Clause 6.1, do not constitute a guarantee (Garantie) or agreed characteristic. Actual values of individual Products may deviate.
- 4.2 Any mission-performance estimates provided by the Seller (including rough-order-of-magnitude calculations of remaining power over mission life and the power, voltage and length figures shown in the configurators on the Seller's website) are non-binding engineering information provided free of charge and without any liability. The suitability of the Products for the Buyer's mission, orbit and radiation environment is assessed and decided solely by the Buyer.

5. Modification by the Buyer; Processing and Resale

- 5.1 The Buyer may, at its own discretion, modify, process, integrate and resell the Products, including removal of the integrated bypass diode of GaAs cells. Upon request, the Seller will provide written removal instructions. Such instructions are

provided as non-binding technical information based on limited testing; the Seller does not warrant that removal can be performed without damage to the Products.

- 5.2 Any modification or processing of the Products is performed at the Buyer's sole risk and expense. Upon commencement of any such modification of a Product, all warranty claims and claims for defects relating to that Product are excluded, except where the defect demonstrably existed prior to and independently of the modification.
- 5.3 The Seller is not liable for damage to Products or to other property arising out of or in connection with modifications, processing or integration performed by or for the Buyer, including where such modifications followed the Seller's instructions, except in cases of intent or gross negligence of the Seller or of its legal representatives or vicarious agents. Liability for injury to life, body or health remains unaffected.
- 5.4 The Seller's warranty and liability exist exclusively towards the Buyer. Warranties or quality commitments the Buyer grants to its own customers do not bind the Seller (Clause 7.9 GCS).

6. Warranty

- 6.1 The Seller warrants solely that the Products, at the time of transfer of risk, (a) are electrically functional, and (b) exhibit the electrical values recorded for the respective Product in the test report (GaAs cells) or acceptance test record (ST102 modules) delivered with it, measured under the conditions stated therein and within the measurement uncertainty of the test equipment. For GaAs strings, (b) refers to the cell values measured before welding; at string level the Seller warrants solely the electrical function of the series connection as documented by the EL image delivered with the string, and no string-level electrical output values. All datasheet values, including acceptance and threshold values stated in datasheets, are typical values within the meaning of Clause 4.1 and are not warranted. All further warranties, in particular regarding cosmetic condition, coverglass coverage and alignment, standards compliance, radiation hardness, storage life, on-orbit performance and fitness for the Buyer's particular purpose, are excluded.
- 6.2 The warranty period is twelve (12) months from transfer of risk. Warranty claims are limited, at the Seller's option, to replacement delivery or credit of the pro-rata purchase price for the affected Products. The limitations in this Clause 6 do not apply to claims for damages in the cases listed in Clause 8.1 GCS (intent, gross negligence, injury to life, body or health, fraudulent concealment, guarantees expressly assumed in writing, Product Liability Act); such claims are governed by Section 8 GCS and the statutory limitation periods.

7. Inspection and Notice of Defects

- 7.1 The Buyer shall inspect the Products immediately upon delivery, at the latest within ten (10) business days, and notify the Seller in writing of any defects apparent upon such

inspection within this period. Hidden defects must be notified in writing within ten (10) business days of discovery. Section 377 of the German Commercial Code (HGB) applies. Products not timely rejected are deemed accepted.

- 7.2 In view of Clauses 2 and 3, coverglass misalignment up to 0.5 mm and cosmetic or microscopic deviations within the meaning of Clause 3.5 are not valid grounds for rejection.

8. Delivery, Storage

- 8.1 Delivery is made FCA Seller's premises, Flughafen Tegel 1, 13405 Berlin, Germany (Incoterms® 2020). Risk passes to the Buyer upon handover to the Buyer or the first carrier at the Seller's premises. Packaging and transport are invoiced separately.
- 8.2 Delivery times stated in the configurators on the Seller's website and in the quotation are non-binding estimates. The target delivery date is stated in the Seller's order confirmation and runs from the later of order confirmation and receipt of the first instalment under Clause 9.1. Delivery dates are non-binding unless expressly designated as binding in writing.
- 8.3 Fixed-date obligations (Fixgeschäft) are excluded. The Seller assumes no liability for launch windows, launch campaigns, integration or mission dates.
- 8.4 The Buyer shall store the Products in a dry cabinet at room temperature and handle them with ESD protection. Based on its experience the Seller expects a storage life of three (3) years under these conditions; this is an expectation, not a warranted characteristic (Clause 7.8 GCS).

9. Payment; Retention of Title

- 9.1 Prices are net in EUR, excluding packaging, transport and statutory value-added tax where applicable. The purchase price is payable by bank transfer in two instalments: fifty percent (50 %) upon order confirmation and prior to delivery, and fifty percent (50 %) within fourteen (14) days of delivery, at the latest upon expiry of the inspection period under Clause 7.1. Delivery occurs only after receipt of the first instalment. The second instalment may not be withheld, reduced or set off on account of deviations accepted under Clauses 2 and 3. Default interest and costs are governed by Clause 3.5 GCS.
- 9.2 The Products remain the property of the Seller until full payment of the purchase price. The Seller consents to modification in accordance with Clause 5 prior to full payment; retention of title remains unaffected and extends to the Products in modified form. Any export of the Products prior to full payment requires the Seller's prior written consent.

10. Export Control and Sanctions – Buyer's Responsibility

- 10.1 The Products may be listed dual-use items (Annex I of Regulation (EU) 2021/821, entry 3A001.e.4) and ST102 modules incorporate U.S.-origin solar cells, which may make them subject to the U.S. Export Administration Regulations upon re-export. The classification stated by the Seller on the order confirmation and commercial documents is provided to the best of its knowledge. Delivery to a destination outside the European Union is subject to the grant of any required export licence; the Seller may withdraw from the Order if a licence is refused, without liability for damages.
- 10.2 The Buyer confirms the civil end use stated in the Order, that it is not a sanctioned party and that it will not sell, transfer, export or re-export the Products to the destinations, persons or end uses excluded under Clause 12.4 GCS. The Buyer is responsible for compliance with all export control, sanctions and customs regulations applicable to the Products after delivery, including any re-export.
- 10.3 Should the Products be exported from the EU, the Seller is not liable for any damages arising from delays in applying for or obtaining export licences or other authorisations, or from other export-related delays, including consequential damages. Such delays do not affect the Buyer's obligations under this contract, in particular the payment obligations under Clause 9.

11. Liability

- 11.1 The Seller's liability is governed by Section 8 GCS. For the avoidance of doubt, the liability cap under Clause 8.2 GCS for this Order is the net order value stated in the Seller's order confirmation, subject to the unlimited liability cases of Clause 8.1 GCS.
- 11.2 Liability for indirect and consequential damages – including, without limitation, loss of or damage to satellites or other spacecraft, launch costs, loss of mission, loss of revenue or profit, and costs of replacement launches – is excluded in accordance with Clause 8.3 GCS.
- 11.3 The Buyer shall ensure that its insurance and its contracts with third parties (including launch service providers and launch and mission insurers) contain waivers of claims and of subrogation in favour of the Seller with respect to the risks accepted by the Buyer under Clauses 2 to 5 and 10, and shall include the Seller as its contractor or subcontractor in any reciprocal waiver of liability under its launch services agreement (Clause 9.2 GCS).

12. Final Provisions

- 12.1 This contract is governed by the laws of the Federal Republic of Germany, excluding the CISG.
- 12.2 Exclusive place of jurisdiction is the seat of the Seller. Amendments to these Special Conditions must be made in writing; e-mail suffices.

- 12.3 The Seller retains the test and delivery records relating to the Order for five (5) years from delivery. The contract documents are drawn up in English; the English wording is authoritative.
- 12.4 Should individual provisions be or become invalid, the validity of the remaining provisions remains unaffected.

Signatures. These Special Conditions of Sale (SCS-03), together with the General Conditions of Sale and Delivery (GCS-02), are agreed for the Order placed by the Buyer on the basis of the Seller's quotation that refers to these Special Conditions.

FOR THE BUYER · NAME, POSITION

PLACE DATE

SIGNATURE

FOR SOLTRAC GMBH · NAME, POSITION

PLACE DATE

SIGNATURE