Draft Contract

**SELLER; True Blue International LLC**

**PRODUCT**

Thin film modules;

Pert modules;

HJT - EVA Modules.

 According to Annex 1

**LOCATION OF THE GOODS**

The goods for sale, mentioned in Annex 1 of this contract, are located in the three different warehouses in Italy :

- "TLI" warehouse in which all modules in PERT and HJT-EVA

- "LCT" warehouse in which a part of the Thin Films (amounting to about 12.8 MW)

- the remaining part of the modules in Thin Film (equal to about 11.3 MW):

The viewing of the assets covered by this contract will be possible on the following days:

- February 8 , 2023 from 9 a.m. to 3 p. m;

- February 9, 2022 from 9 a.m. to 3 p. m;

Appointments must be arranged, in writing, including by email, at least 3 working days in advance of the chosen dates.

Since the goods are sold on "seen and liked" terms, as further specified below, a viewing of the goods is agreed before payment.

After inspection, the seller issues a Pro Forma invoice for 15% of the value of the contract. This deposit remains till the tranche when it will be counted in balance.

The client agrees to pay and pick up the goods in max 5 tranches and the last tranche will be not later than 60 days after inspection of the goods.

Payment of the deposit(s) must compulsorily be made by bank transfer to the bank account:

**TERMS AND TERMS OF PAYMENT**

The seller will notify the buyer that the goods can be picked up.

In the event of nonpayment of the above amounts the seller shall be entitled to retain the deposit, as a penalty, without prejudice to the right to compensation for greater damages.

Ownership of the property shall be transferred to the buyer upon full payment of the price.

 **WARRANTY**

The lots for sale consist of goods in stock that are not ready for use for which a qualitative-quantitative selection must be made prior to their use. It is therefore possible that among the panels in the lot awarded there may be damaged or unusable ones for which the buyer will not be able to claim replacements or refunds.

Since production of this type of photovoltaic modules has ceased, it is not possible to provide spare parts after this sale of the purchased models, and therefore it is suggested that potential buyers purchase photovoltaic modules in excess of their needs.

The sale is arranged with reference to the state of fact and law in which the goods are located with all accessories and related documentation, if any.

The goods are sold on a "seen and liked" basis, without any written or oral, implied or statutory warranties.

Therefore, viewing of the goods is required, as further specified before.

The seller is not responsible for the functionality of the goods, their physical condition, their merchantability, or their suitability for any use or purpose.

The sale of the lots is by the body and not by the measure. The existence of any defects, lack of quality and/or dissimilarity of the thing sold, burdens of any kind, for whatever reason not considered, even if concealed and in any case not disclosed in the sale documents, shall not give rise to any compensation, indemnity and/or reduction in price, this having been considered in the valuation of the goods and the warranty for defects or lack of quality of the thing not taking place, nor shall the sale be terminated.

No possibility of termination exists in the hands of the dissatisfied client.

Any liability on the part of the seller for any third-party rights to the movable property subject to the contract is excluded.

**OBLIGATION TO COLLECT THE GOODS**

Withdrawal of goods may be made only upon completion of payment within the terms specified in the preceding paragraph.

It is also specified that the quantities to be withdrawn have a tolerance of +0% -3% per individual lot with respect to the quantity of the modules indicated in the catalog.

The quantities to be withdrawn may in no case exceed those indicated in the catalog per individual lot.

On the other hand, in the event that the quantities available for withdrawal, for reasons beyond the control of the buyer, are less than -3% with respect to the quantities indicated in the catalog for each individual lot, an economic compensation mechanism will be provided, based on the unit value (€/module) of the contract price, of the portion of the modules out of tolerance.

For example, for quantities indicated in Annex 1 of a theoretical lot equal to 100 modules, awarded at a total value of €7,000 (thus at a unit value of €70/module) with modules actually available for pickup equal to 90 (outside the -3% tolerance, i.e., the lower limit of the range of 97 modules), the compensation provided will be €490 ((97-90 modules) \* €70/module = €490).

The costs of removal and transportation of the goods included in the lot purchased shall be borne by the client, who shall be responsible for any damage to persons or property for loading operations to be carried out with its own means and operators equipped for the purpose.

Collection of the awarded goods must be made in the area where they are stored, no later than 60 calendar days starting from the due date of the inspection.

In the event of failure to collect the movable property subject to the award within the above deadline, the buyer shall be required, for each day of delay, to pay the sum of Euro 250 (two hundred and fifty) as a penalty.

After 30 days from the deadline for collection, the penalty will increase from the 31st day to Euro 700 (seven hundred).

Collection operations must be completed without causing damage to the property or its appurtenances, or to any other property not subject to the award. Any waste generated during pickup must be removed at the care and expense of the buyer. Should any work on the property where the goods are stored become necessary during collection, the same shall be restored to its original condition at the cost and expense of the buyer.

Any off-site handling and transport activities of the sold materials/components shall be carried out exclusively by companies, in possession of the necessary legal requirements for carrying out the activities; all charges and expenses shall be borne exclusively by the buyer.

The collection shall be carried out in compliance with the requirements of Legislative Decree 81 of 2008, as amended, regarding safety in the workplace and Legislative Decree 152/2006, as amended, regarding the environment and waste management.

The seller is in any case relieved of all responsibility with regard to the loading, transportation, detention and use of the materials subject to the sale, including waste, all of which activities are the sole responsibility of the purchaser to be carried out in accordance with current regulations.

**ASSISTANCE IN THE COLLECTION OF GOODS**

The seller is not required to make the material delivery of the goods or to arrange in any way for their collection. The buyer is therefore solely responsible for the removal and transportation of the goods included in the purchased lot.

It should be noted that the buyer is required to pay charges for opening premises and verification during the loading of the goods, amounting to € 350 (three hundred and fifty Euros) plus VAT per day (with a minimum payment of € 350 even for operations requiring less than 8h time), the balance of which must be paid prior to collection, in the terms and conditions indicated by the seller.

The seller will provide the buyer, with adequate notice, with the date and times available to make the collection of the goods. The buyer shall make arrangements in good time to be present on such date. Failure of the buyer to pick up in the time slots made available by the seller will result in additional penalties for arranging a new pickup.

**APPLICABLE LAW AND JURISDICTION**

The contract of sale between the seller buyer shall be concluded in Italy and governed by Italian Law.

In the event of any doubt and/or disagreement as to the interpretation of this contract, the english version of the text shall prevail over any other version translated into a foreign language.

Any dispute arising from the application, interpretation and/or termination of this contract shall be deferred to the exclusive jurisdiction of the Court of Rome, to the exclusion of any other court.

ANNEX 1: Sheet with details regarding price, quality and quantity of the Solar Panels

Date and place\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE FOR ACCEPTANCE OF THE NOTICE