

Solar Module Sales Contract (2022)

Contract No.: **ASTECHK-PROP-2022-001**

Contract Date: 24,02,2022

Gold Level

The Seller (Party A): **Amerisolar TECH Limited**

Office: RM 2304, Hopson International Plaza, Huangxing Road 2218, Shanghai, China

The Buyer (Party B): **Energia Propria**

ADD: Rua Nicolau Kaffer, 736 Arroio do Meio, Rio Grande do Sul, Brazil

Cnpj 183927080001-09

Based on mutual trust, mutual benefit and for the long-term partnership, Party A and Party B have reached agreement about supplying Amerisolar PV modules supplied by Worldwide Energy and Manufacturing USA Co., Ltd, according to the terms and conditions stated as below:

1. Commodity and Specifications

| Module Type | Quantity(Pcs) | Price (USD/Wp) | Total Value (USD) |
|--|---------------|----------------|-------------------|
| AS-6M144-HC-450W Solar Modules | 715 | 0.2476 | 79,665.30 |
| Down Payment 30% | | | 23,899.59 |
| Balance Payment 70% | | | 55,765.71 |
| Total (Net) | | | 79,665.30 |
| TOTAL AMOUNT: SAY USD SEVENTY NINE THOUSAND SIX HUNDRED AND SIXTY FIVE AND THIRTY CENTS ONLY. | | | |

2. Shipping/Delivery Time

Each shipment of goods will be ready for loading at Party A's factory around 25 working days after Party B's down payment is received by Party A.

3. Price and Payment Terms

1) Incoterms: FOB Shanghai.

2) Payment Terms: 100% payment shall be received before delivery from Party A's factory.

3) A delayed prepayment from Party B will make the above quotation price invalid, and a new price shall be re-negotiated and confirmed by both parties with new signed agreement.

4) If Party B does not make payment on time or Party A has not received the aforementioned payment as agreed, Party A has rights to resell the goods to other customers and terminate this Contract. In this case, any demurrage and other relative direct and indirect loss will be compensated by Party B to Party A.

5) If Party A has not received the full payment from Party B, Party A has the ownership (property right) of all the solar modules shipped from Party A to Party B in this Contract.

4. Product Packing

Every 21/25/26/30 modules shall be packed in one carton and the cartons shall be strengthened by the ply-wooden pallets. The packing shall be in accordance with the industry packing standards and suitable for long distance ocean freight transportation and change of climate, and shall be well protected against moisture and shocks. The well-packed PV-modules shall be shipped in containers. Additionally, the Seller agrees to the following 2 points: Only one module-power class in each carton and only one module-power class on one pallet.

5. Confidentiality

1) All information provided by one party to the other party in performance of this Contract, including, but not limited to that of a business, technical, or strategic nature (hereinafter "Confidential Information") shall be treated as strict confidential by the receiving party. The receiving party will not use such Confidential Information for purposes other than performing its obligations under this agreement. Nor will it permit any other person or entity to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of or disclose such Confidential Information without the express written permission of the disclosing party. All Information necessary for the successful sale and marketing of modules such as e.g. technical specifications and details, the name of the manufacturer etc. are excluded from this clause. The obligations under this Clause shall survive within 3 years after the termination of this agreement.

2) All documents and materials provided to Party B within this contract remain the property of Amerisolar only. Party B commits to hand all documents and Confidential Information back to Amerisolar or to destroy them on Amerisolar's request. In particular Confidential Information saved in electronic Medias shall be destroyed, if there is no possibility to return them to Amerisolar. This obligation extends to all copies of Confidential Information. Upon request of Amerisolar, Party B shall confirm by a sworn statement in writing to Amerisolar that the respective Confidential Information have been destroyed.

6. Force Majeure

1) No party shall be held responsible for failure or delay to perform all or any part of the contract due to a Force Majeure, including flood, fire, earthquake, drought, war or any other events, which could not be predicted at the time of the conclusion of the contract, and could not be controlled, avoided or overcome by any party. However, the party affected by the event of Force Majeure shall inform the other Party of its occurrence in written as soon as possible and thereafter send a certificate of the event issued by the relevant Authority to the other party but no later than 15 working days after its occurrence. If the event of Force Majeure lasts more than 90 days, the relevant parties shall negotiate the continuous performance or the termination of the Contract.

2) In situation of Force Majeure or dramatical cost change of over 5 percentage in global solar markets, including but not limited to silicon and other raw materials, inland transportation and sea-freight, currency exchange rates, or other emergency situation like Covid-19 pandemic, both Parties need to discuss and re-negotiate the product types, prices and delivery schedule in this Contract. When a new agreement has been reached, both Parties need to sign a Supplemental Agreement.

7. Quality Inspection and Notice of Non-Conformity

1) Party B shall examine the solar modules immediately when the modules have arrived in the sea port of Party B. Within 14 days after the arrival of the goods at Party B's sea port, if Party B has not provided Party A any written Quality Claim for the solar modules, it will be considered that Party B has inspected the solar modules and accepted Party A's product quality.

2) If Party B has found the specification, quantity or aesthetic appearance of the PV modules are not in conformity with the stipulations of this Contract, except for those claims for which the insurance company or the owners of the vessel are liable, Party B shall, based on the Inspection Certificate issued by the Authorized Administration of Import and Export Commodities Inspection or an international inspection company SGS or TUV Shanghai, have the right to claim for replacement with new goods or for damages, and all expenses in Warranty Terms 2021 shall be borne by

Worldwide Energy and Manufacturing USA Co., Ltd. Party B shall provide written Quality Claim and aforementioned Inspection Certificate within 14 days after the solar modules have arrived in the sea port of Part B.

8. Contract Breach, Disputes and Arbitration

Any mis-behaviour under this contract will be considered as a Contract Breach, and in this situation, both Party A and Party B agree that compensation shall be paid by one party that has breached Contract to the other party. If Party B breaches Contract, the prepayment will not be refunded.

Any dispute arising from or in connection with this Contract shall be settled through friendly negotiations. In case no settlement can be reached, the dispute shall be then submitted to International Economic and Trade Arbitration Commission (Shanghai or Singapore or in a third country agreed by both parties) in accordance with its rules and regulations in effect at the time of applying for arbitration. The arbitration will be final and binding upon both parties.

9. Contract Termination

This Contract will become effective immediately when it is signed by both Parties. This Contract may be terminated by mutual written consents of Party A and Party B, or because of a material breach of this Contract by a party that substantially affects the purpose or benefit of this Contract to the detriment of the non-breaching party, or based on Clause 3. The Party that breach the contract or propose to terminate the contract shall compensate the loss (direct and indirect) of the other Party.

Appendixes are also part of this Contract and have the same legal effectiveness as Contract.

Signatures and Stamps:

Party A: Amerisolar TECH Limited

Signature and Stamp:

Date: _____

Party B: Energia Propria

Signature and Stamp:

Date: *Judith Andrii Kaid*

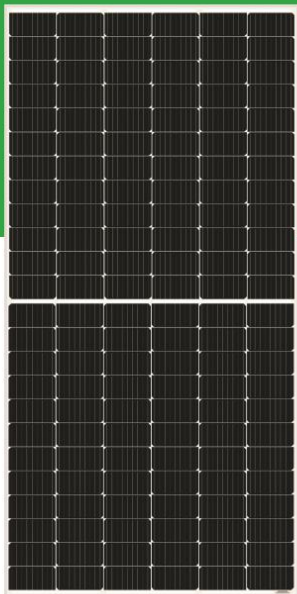
Appendix: I-Bank Information

II-Product SPEC Sheet

III- Limited Warranty Terms

Appendix I: Bank Information**AMERISOLAR TECH LIMITED**

Beneficiary Bank Name: HSBC Hong Kong
Beneficiary Bank Address: 1 Queen's Road Central, Hong Kong SAR
SWIFT Code: HSBCHKHHHKH
Beneficiary Account name: AMERISOLAR TECH LIMITED
Beneficiary Account Number: 040-199598-838



AS-6M144-HC

435W~465W

MONOCRYSTALLINE MODULE

ADVANCED PERFORMANCE & PROVEN ADVANTAGES

- High module conversion efficiency up to 21.27% by using innovative Half-cell design and Multi-busbar(MBB) cell technology.
- Low temperature coefficient and excellent performance under high temperature and low light conditions.
- Robust aluminum frame ensures the modules to withstand wind loads up to 2400Pa and snow loads up to 5400Pa.
- High reliability against extreme environmental conditions (passing salt mist, ammonia and hail tests).
- Potential induced degradation (PID) resistance.

CERTIFICATIONS

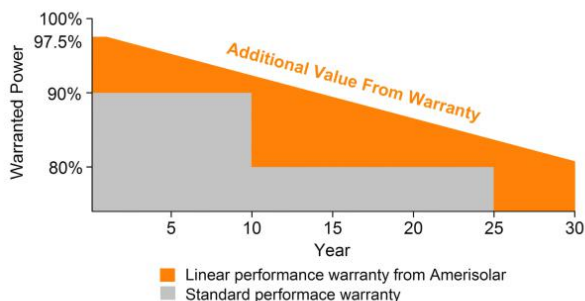
- IEC 61215, IEC 61730, UL 1703, IEC 62716, IEC 61701, IEC TS 62804, CE, CQC
- ISO 9001:2015: Quality management system
- ISO 14001:2015: Environmental management system
- ISO 45001:2018: Occupational health and safety management system



SPECIAL WARRANTY

- 20 years product warranty
- 30 years linear power output warranty

**Passionately
committed to
delivering innovative
energy solution**



ELECTRICAL CHARACTERISTICS AT STC

| | | | | | | | |
|---------------------------------------|---|--------|--------|--------|--------|--------|--------|
| Maximum Power (P_{max}) | 435W | 440W | 445W | 450W | 455W | 460W | 465W |
| Open Circuit Voltage (V_{oc}) | 49.6V | 49.8V | 50.0V | 50.2V | 50.4V | 50.6V | 50.8V |
| Short Circuit Current (I_{sc}) | 11.10A | 11.16A | 11.22A | 11.28A | 11.34A | 11.40A | 11.46A |
| Voltage at Maximum Power (V_{mp}) | 41.2V | 41.4V | 41.6V | 41.8V | 42.0V | 42.2V | 42.4V |
| Current at Maximum Power (I_{mp}) | 10.56A | 10.63A | 10.70A | 10.77A | 10.84A | 10.91A | 10.97A |
| Module Efficiency (%) | 19.90 | 20.13 | 20.36 | 20.58 | 20.81 | 21.04 | 21.27 |
| Operating Temperature | -40°C to +85°C | | | | | | |
| Maximum System Voltage | 1000V DC/1500V DC | | | | | | |
| Fire Resistance Rating | Type 1 (in accordance with UL1703)/Class C (IEC61730) | | | | | | |
| Maximum Series Fuse Rating | 20A | | | | | | |

STC: Irradiance 1000W/m², Cell temperature 25°C, AM1.5; Tolerance of P_{max} : ±3%; Measurement Tolerance: ±3%

ELECTRICAL CHARACTERISTICS AT NOCT

| | | | | | | | |
|---------------------------------------|-------|-------|-------|-------|-------|-------|-------|
| Maximum Power (P_{max}) | 323W | 327W | 331W | 335W | 339W | 343W | 347W |
| Open Circuit Voltage (V_{oc}) | 45.6V | 45.8V | 46.0V | 46.2V | 46.4V | 46.6V | 46.8V |
| Short Circuit Current (I_{sc}) | 8.99A | 9.04A | 9.09A | 9.14A | 9.19A | 9.24A | 9.29A |
| Voltage at Maximum Power (V_{mp}) | 37.4V | 37.6V | 37.8V | 38.0V | 38.2V | 38.4V | 38.6V |
| Current at Maximum Power (I_{mp}) | 8.64A | 8.70A | 8.76A | 8.82A | 8.88A | 8.94A | 8.99A |

NOCT: Irradiance 800W/m², Ambient temperature 20°C, Wind Speed 1 m/s

MECHANICAL CHARACTERISTICS

| | |
|-------------------|--|
| Cell type | Monocrystalline PERC 166*83mm |
| Number of cells | 144 (6x24) |
| Module dimensions | 2102x1040x35mm (82.76x40.94x1.38inches) |
| Weight | 24kg (52.9lbs) |
| Front cover | 3.2mm (0.13inches) tempered glass with AR coating |
| Frame | Anodized aluminum alloy |
| Junction box | IP68, 3 diodes |
| Cable | 4mm ² (0.006inches ²), Length: Portrait: 300mm (11.81inches); Landscape: 1400mm (55.12inches) |
| Connector | MC4 or MC4 compatible |

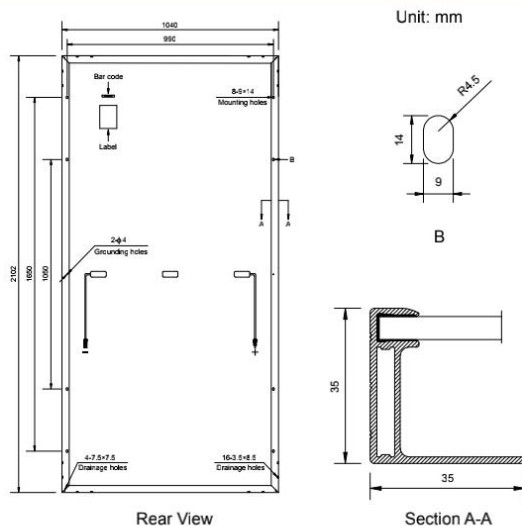
TEMPERATURE CHARACTERISTICS

| | |
|---|-----------|
| Nominal Operating Cell Temperature (NOCT) | 43°C±2°C |
| Temperature Coefficients of P_{max} | -0.36%/°C |
| Temperature Coefficients of V_{oc} | -0.28%/°C |
| Temperature Coefficients of I_{sc} | 0.05%/°C |

PACKAGING

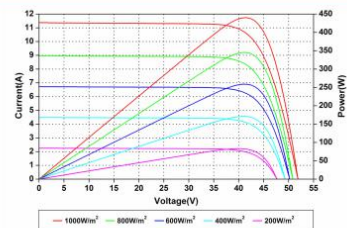
| | |
|-----------------------------------|--------------|
| Standard packaging | 31pcs/pallet |
| Module quantity per 20' container | 155pcs |
| Module quantity per 40' container | 715pcs |

ENGINEERING DRAWINGS

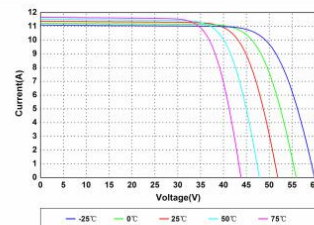


Specifications in this datasheet are subject to change without prior notice.

IV CURVES

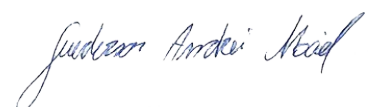


Current-Voltage and Power-Voltage Curves at Different Irradiances



Current-Voltage Curves at Different Temperatures

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Limited Warranty for Amerisolar PV Module(s) 2022

1. Twelve (12) Year Limited Product Warranty

Worldwide Energy and Manufacturing USA Co., Ltd. (hereafter is referred to as “Amerisolar”) warrants its Photovoltaic Module(s) (PV Modules), including factory-assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding twelve (12) years from the date of sale as shown in the Proof of purchase to the Buyer.

The Product Warranty for PV Modules(s) covers (Applicable under normal application, installation, use and service conditions):

1) Failure due to defective manufacturing:

- a) Failure due to oxygenation/distortion of aluminum frame;
- b) Cracking of the front glass surface due to foreign objects inside the glass;

Note: This warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.

2) Failure due to defective materials:

- a) Failure due to defective or malfunction of the junction factory-assembled cables and male/female connector.

3) Non-conformity to specifications due to faulty production and/or inspection processes.

If PV Module(s) fails to generate power and conform to this warranty, Amerisolar will repair or deliver new modules to replace the PV Module(s), at Amerisolar’s sole option.

The remedies set forth in this Clause 1 shall be the sole and exclusive remedies provided under the “Limited Product Warranty”.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Guaranteed Peak Power Limited Warranty”).

2. Guaranteed Peak Power Limited Warranty

Amerisolar warrants the power output for PV Modules for a period of Thirty (30) years from the date shown in the Commercial Invoice to the Buyer as set forth below.

- In the first year, Amerisolar warrants the actual power output of the module will be no less than 97.5% of the minimum “Peak Power at STC” as specified in Amerisolar’s Product Labels (Platinum).
- From the 2nd year to the 30th year, the actual annual power decline will be from 0.89% to 0.58% gradually; by the end of the 30th year, the actual power output will be no less than 80.6% of the minimum “Peak Power at STC” as specified in Amerisolar’s Product Labels (Platinum).

If the PV Module(s) exhibits a power output less than the warranties set forth above, Buyer need to provide that such loss in power is determined by Amerisolar to be due to defects in

material or workmanship during manufacturing and not due to faulty installation or project maintenance, Amerisolar will at its sole option either provide additional Module(s) to the Customer to make up for such power loss compared to the specified in Product Labels, or repair the defective Module(s).

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Guaranteed Peak Power Limited Warranty”.

3. Exclusions and Limitations

All warranty claims must, in any event, be filed within the applicable warranty period. The “Limited Product Warranty” and the “Guaranteed Peak Power Limited Warranties” do not apply when:

- 1) The product is improperly installed;
- 2) Defective components in the construction on which the module is mounted;
- 3) The product is subjected to inappropriate handling, including handling during in-land transportation or in customer’s storage;
- 4) The product is installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
- 5) Inappropriate maintenance, including maintenance by an unauthorized service technician or non-conformance with Amerisolar’s user manual, is performed on the module;
- 6) The product is subject to external accidents such as fire, explosion, and civil disorder;
- 7) The Product's type, labels, nameplate or module serial number is changed, erased or made illegible;
- 8) Other unforeseen circumstances or causes outside Amerisolar’s control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami snow damage, etc.

The “Limited Product Warranty” and “Guaranteed Peak Power Limited Warranty” cover only the transportation cost for reshipment of any new PV Modules(s) to the place of installation, and do not cover any charges of transportation for the return of defective PV Module(s) to Amerisolar, customs clearance or any other costs related to installation, removal, or reinstallation of the PV Module(s) which shall be done by Buyer.

Warranty claims will be honored only if the product can be identified as being manufactured by Amerisolar, as indicated by serial numbers under glass.

4. Limitation of Warranty Scope

Amerisolar shall not be liable for any incidental, indirect, consequential or special damages, howsoever caused.

Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. Amerisolar’s aggregate liability, if any, in damages or otherwise, shall not exceed the rest amount paid by the Buyer and deducted by the remaining value of the claimed PV Module(s).

5. Obtaining Warranty Performance

This “Limited Warranty for PV Module(s)” are applicable only to Buyers who have purchased the PV Module(s) directly from Amerisolar.

- 1) An immediate notification shall be filed directly to Amerisolar by e-mail. Together with the notification, the Buyer shall provide a description of the claim, photos of the corresponding module and serial number(s), QC stamps, and Proof of Purchase such as a Commercial Invoice with signatures and company stamps.
- 2) The claimed PV Modules need to be selected at random by Amerisolar and shall be delivered back to Amerisolar factory for a second testing;
- 3) The return of any PV Module(s) will not be accepted unless prior written authorization has been given by Amerisolar.
- 4) Any replaced Modules shall become the property of Amerisolar. Amerisolar shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) in case production has been discontinued at the time of the claim. The repair or replacement of the PV Module(s) or the delivery with additional PV Module(s) does not cause the beginning of new warranty terms, nor shall the original terms of the “Limited Product Warranty” and the “Guaranteed Peak Power Limited Warranty” be extended.
- 5) This warranty is transferable when product remains installed in the original location.

6. Disputes and Validity

In case of any discrepancy in a warranty-claim, a test-institute TÜV Shanghai need to be involved for final judgment. The claimed PV Modules selected by Amerisolar at random shall be sent to TUV Shanghai for a final testing. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

This limited warranty for PV Module(s) is provided by Worldwide Energy and Manufacturing USA Co., Ltd, shall be valid from January 1, 2022, and shall apply to all PV Module(s) sold to the Buyer after this date. This shall be valid until an updated revision is issued.