

General Terms of Sale

These terms and conditions have been translated from French. In case of doubt, the French version shall prevail.

1. PURPOSE

These General Terms of Sale (hereinafter referred to as the "GTS") define the legal relationships between the user and BUYECO Sàrl (hereinafter "BUYECO"), owner of the site buyeco.ch (hereinafter the "Site"), intervening in any purchase on the Site of Guarantees of Origin (hereinafter "GO") of renewable energy between a seller and a buyer, i.e., between two users (hereinafter the "Parties").

The purpose of the Site is to facilitate the commercialization of renewable energies. The platform is aimed at energy professionals (producers, distributors, suppliers) and consumers who wish to directly source GO on the free market.

2. APPLICATION AND ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE

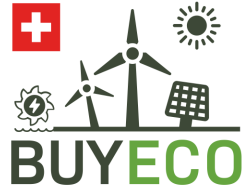
By placing an order on BUYECO or by submitting a call for tenders, the buyer acknowledges having read and accepted these GTC and they apply to any purchase made.

By placing a listing or participating in a call for tenders, the seller acknowledges having read and accepted these general terms and conditions of sale. They apply to any sale made.

The Parties fully and unreservedly accept these GTC as well as the General Terms of Use.

No special conditions from the buyer or seller shall prevail over these conditions.

3. GENERAL INFORMATION



The user acknowledges that the purchase of GO listed on the Site creates rights and obligations between the seller and the buyer, as well as towards BUYECO.

BUYECO provides the following services and offerings on buyeco.ch:

- Purchase and sale of renewable energy GO through:
 - The listing platform, with fixed-price listings inserted by sellers
 - The call for tenders platform, with tenders from buyers
- Advisory service for sellers and buyers, before, during, and after the sale.

3.1. Sales Agreement

For any purchase made through BUYECO, a sales agreement is concluded following the commercial commitment of both parties.

The sales agreement covers the quantity, price, year of production, quality, and origin of the GO.

For a purchase via the listing platform, the sales agreement is concluded by the seller's written confirmation following the buyer's order.

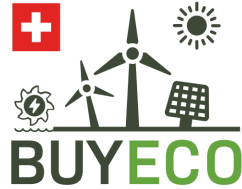
For a purchase through the call for tenders platform, the sales agreement is concluded by the buyer's selection and written confirmation of an offer placed by the seller.

Following the conclusion of the sales agreement, BUYECO will facilitate contact between the buyer and the seller. The resulting sales contract, signed by the parties, covers the elements of the sales agreement, as well as any other necessary terms for the sale process, including payment and delivery conditions.

BUYECO does not act as an intermediary in these negotiations but is available to provide advice and/or a standard contract.

Process - After the sales agreement:

I. The seller and buyer are put in contact and define the payment terms themselves (see 5. DELIVERY AND PAYMENT) and other contractual conditions.



II. The buyer will be invoiced by BUYECO for the equivalent of 10% of the total GO retained.

3.2. Rates

All displayed prices only include the fee for the GO. Physical electricity supplied via the grid will be billed separately by the network operator.

Access and publication of content are free. However, BUYECO charges management fees on all orders placed and validated (concluded sales agreements) by BUYECO. These management fees are exclusively borne by the buyer.

3.3. Validity and Obligations

The sales agreement is valid subject to the outcome of contractual discussions between the parties. The parties undertake to inform BUYECO immediately in case of disagreement or delay and not to conclude a contract for the same product (i.e., with the same quality, origin, and year) without going through BUYECO. Otherwise, management fees are still payable to BUYECO.

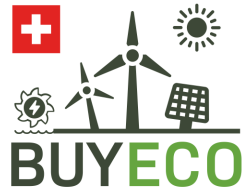
4. LISTING PLATFORM AND CALL FOR TENDERS PLATFORM

4.1. Buyer and Seller Registration

The creation of call for tenders, participation, and publication of listings are subject to a single registration validated by BUYECO, granting access to all functionalities of the listing and call for tenders platforms.

Registration and validation of a user account enable the user to:

- Publish a call for tenders;
- Submit bids to ongoing call for tenders;
- Place GO on the listing platform.



The user agrees to provide the required information to BUYECO for registration in a comprehensive and truthful manner and to promptly update any changes in their personal information.

Registration must be validated by BUYECO, who reserves the right to reject it if the required information is missing or not in line with the site's purpose. Registration validation is conditioned upon express acceptance by BUYECO.

4.2. Use of the Listing Platform

The listing platform functions like a conventional online purchasing platform.

The GO listed can be ordered as described in these General Terms and Conditions (cf. 3. GENERAL INFORMATION). The prices displayed on the platform are the net seller prices, not including management fees, which the parties agree to respect. After the sales agreement, the buyer receives a detailed summary of the differentiated costs between the payment to the seller and the management fees.

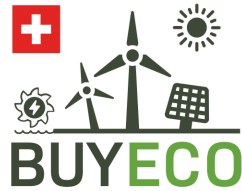
BUYECO may at any time block, delete, or refuse the publication of listings if they are deemed non-compliant with these General Terms and Conditions or do not align with the site's purpose.

4.3. Adding a Listing

A user with a validated account can publish listings on the listing platform. They can sell Swiss or European GO with additional quality labels (naturemade star, naturemade basic, TÜV Süd EE01, TÜV Süd EE02, or TÜV Süd Standard EE), or without (GO).

All certificates sold and purchased through the Site include the GO; i.e., "naturemade star" designates GO with an additional naturemade star label. Labels and GO cannot be sold separately.

4.4. Order



When ordering through the listing platform, the buyer commits to the purchase. Following the seller's written confirmation, the sales agreement is concluded. Unless otherwise stated, this confirmation reaches the buyer through BUYECO within 24 hours (business days).

On the listing platform, no agreement is deemed concluded between the parties until the seller confirms the order. It is specified that the buyer's order is a unilateral commitment to purchase the relevant GO. If the relevant GO has already been sold outside of BUYECO, the seller reserves the right not to validate an order and must deactivate their listing.

4.5. Use of the Call for Tenders Platform

The General Terms and Conditions also apply to the call for tenders platform and grant access, upon acceptance, to participation as the initiator of the call for tenders (hereinafter "buyer") and/or participant in the call for tenders (hereinafter "seller"). This participation is subject to the validation of the buyer's and seller's registration by BUYECO.

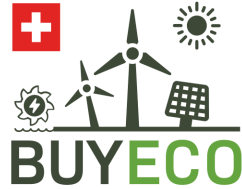
4.6. Creation of a Call for Tenders

The buyer, as the initiator of the call for tenders, is a natural or legal person with the legal capacity to contract on behalf and for the account of said natural or legal person. They set the conditions of the call for tenders (type of energy, quality, year, origin, desired quantity, closing date, maximum price) and can agree on additional conditions, either directly on the site or by informing BUYECO.

BUYECO then validates the publicly visible call for tenders on the Site. BUYECO reserves the right to reject or withdraw a call for tenders or an offer if they do not align with the site's purpose.

4.7. Progression of a Call for Tenders

When participating in a call for tenders, the seller sets the offer price themselves and may modify it multiple times. In case of force majeure or sale to another party, the seller



may withdraw their offer by directly contacting BUYECO before the end of the call for tenders.

By default, the call for tenders closes at the deadline set at 11:00. After the end of the call for tenders, no more offers can be made.

It is strongly advised for the buyer to refrain from requesting offers through other channels (email, phone, etc.) during the duration of their call for tenders. Preserving anonymity is important to ensure maximum participation and efficiency.

Offers placed by the seller constitute a firm commitment to sell. The offer remains valid for 4 business days from the closing of the call for tenders. In case of multiple offers with identical quality and quantity placed by the same seller, the most recent offer prevails.

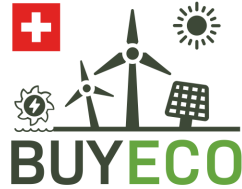
In case of multiple offers with identical prices placed by two sellers, the oldest offer is selected.

By default, calls for tenders placed on BUYECO are also binding for the buyer.

Upon closing of the call for tenders, all offers are communicated anonymously to the buyer. The criteria accessible to the buyer for selection are:

- Price;
- Origin;
- Quantity;
- Type of energy;
- Quality;
- Power.

All offers visible on the site correspond to the net price invoiced by the seller. BUYECO's management fees and any applicable VAT are provided separately in the summary communicated to the buyer. Management fees are therefore added to the price paid by the buyer to the seller(s) and will be invoiced separately by BUYECO.



4.8. Selection of Offers

The lowest offer is validated by default. An offer can be split; however, the buyer can choose to select the entire offer.

The buyer can also accept offers beyond the initially proposed quantity. In this case, the buyer can choose offers from those presented without justification. This choice is made promptly but no later than within 4 business days.

Once the buyer has selected the desired offers, they communicate their decision to BUYECO in writing.

The sales agreement is concluded upon communicating their decision to BUYECO (cf. 3.1. Sales Agreement). The identities of both parties are then communicated by BUYECO to them, who undertake to keep them strictly confidential.

Following the conclusion of the sales agreement, sellers who participated in the call for tenders without having their offers selected are informed of the non-selection of their offers. They are not informed of the identities of the buyer and sellers, nor the selection criteria motivating the buyer's decision.

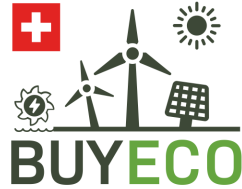
Contractual negotiations then follow as in cases of direct ordering, between the buyer and seller(s).

4.9. Enhanced Administrative and Contractual Support

BUYECO optionally offers enhanced assistance in administrative and contractual procedures. The BUYECO team will accompany you beyond advisory services without commitment, accessible to all buyers. BUYECO's responsibility cannot be engaged in case of disputes between the parties.

5. MANAGEMENT MANDATE

BUYECO offers a management and sales service for Guarantees of Origin (GO) on behalf of Swiss producers.



5.1. Mandate

Swiss producers can appoint BUYECO to sell their GO. After their account has been validated:

- BUYECO initiates a permanent order request in the national register Pronovo (shkn.pronovo.ch).
- The producer receives an email from Pronovo and validates the permanent order.
- All certificates are centralized in a single account.

5.2. GO Management

GO management includes:

- The regular organization of group sales at market prices, either via the platform (announcements, auctions, etc.) or through BUYECO's network of buyers.
- Management of the GO in the shkn.pronovo.ch register, including their receipt, transfer, or cancellation for the benefit of end consumers.
- Transfer of payments to the producer, after providing a valid IBAN.

5.3. Fees

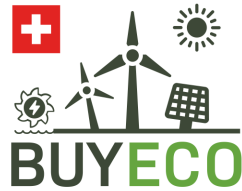
The service is free for producers. However, the buyer is required to pay a 10% commission and any applicable VAT on each sale.

5.4. Selection of GO

- Only GO available in the shkn.pronovo.ch register can be sold.
- The oldest GO take priority.
- In case of demand being lower than supply, BUYECO reserves the discretionary right to select the GO.

5.5. Sale Guarantee

BUYECO cannot guarantee the sale of the GO in any case.



5.6. Sale Price

The producer does not set the sale price. The prices applied reflect market prices, which are often lower than the buy-back prices set by grid operators. The price paid by the buyer is the same as the one paid to the producer, increased by the 10% commission and any applicable VAT.

BUYECO reserves the right to modify the conditions related to the sale price, including BUYECO's compensation methods. These modifications will only apply to future sales after a 30-day written notice sent to the producer by email. During this period, the producer has the option to terminate the mandate in accordance with Article 5.8 of these terms and conditions, without penalty. Conditions applied to previous sales remain unchanged.

In the event of modification of these conditions, the producer also retains the right to transfer their GO free of charge to another account registered in the shkn.pronovo.ch register. This operation can be performed at any time, provided BUYECO is notified by email. Transferred GO will no longer be eligible for management or sale by BUYECO.

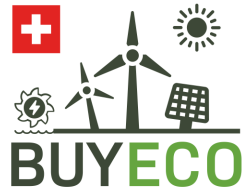
5.7. Independent Sales by the Producer

The producer can sell their GO directly, subject to the following conditions:

- A 10% commission is still due to BUYECO.
- BUYECO must be informed in advance of the sales discussions.
- BUYECO reserves the right to refuse the sale if negotiations are ongoing with another client.

5.8. Termination Terms

The management of GO can be interrupted at any time by the producer. To do so, an email must be sent to Pronovo to request the immediate cessation of the permanent order. In the case of a request to transfer already registered quantities, BUYECO reserves the right to apply a fee of up to 100 CHF.



5.9. Data Management

- The quantities produced and available for sale are displayed on each producer's BUYECO account ("My Account").
- A data update is performed approximately every three months.
- Sold, upcoming, or expired quantities are not included in the displayed data.

5.10. Frequency of GO Updates

Network operators update the produced GO in the shkn.pronovo.ch register monthly, quarterly, or annually. Up to a year may pass between a management request and the appearance of the data in BUYECO.

5.11. Producer Data

The producer authorizes BUYECO to communicate the following to the buyer:

- The Pronovo project number
- The type, power, and address of the installation
- The name or legal entity of the producer as indicated in the Pronovo register

5.12. Liability

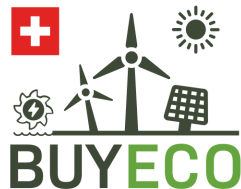
BUYECO does not guarantee the sale of the GO or the processing times related to management.

6. DELIVERY AND PAYMENT

Delivery and payment must be executed by the Parties according to the agreed timeline and terms.

As an intermediary, BUYECO may provide standard information or documents, but will not be held responsible in case of non-delivery or non-payment.

6.1. Buyer's Solvency



BUYECO does not guarantee the solvency of the buyer or any other quality of the buyer.

Following the conclusion of the sales agreement (and transmission of the parties' contact details by BUYECO), the seller reserves the right to assess the buyer's solvency and, if it does not meet their requirements, negotiate alternative solutions, such as prepayment. If no solution is found with the buyer and BUYECO, the sales agreement is terminated, along with all associated commitments (cf. 3.1. Sales Agreement).

In any case, if the sales agreement is terminated, the parties formally undertake to communicate the reasons to BUYECO and not to conclude a contract for the same product (i.e., with identical quality, origin, and year) without going through BUYECO. Otherwise, management fees are still owed to BUYECO.

6.2. Management Fees

Upon conclusion of the sales agreement and verification of the buyer's solvency, BUYECO will separately invoice the buyer for the management fees. The buyer agrees to pay within 30 days upon receipt of the invoice.

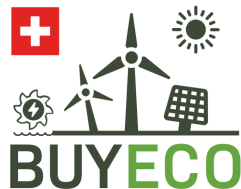
Invoicing of management fees will occur:

- Upon conclusion of the sales agreement for renewable energy certificates valid for the current year or previous years;
- On January 31 of the validity year for GOs covering future years.

In case of late payment, default interest of 5% per annum may be charged from the reminder sent to the defaulting party. All payments must be made without deduction and free of charge. Errors in invoices or payments can be corrected within 30 days.

If any dispute subsequently leads to the cancellation of the sales contract by either party, or if the seller is unable to deliver the GOs, the management fees paid to BUYECO as an intermediary on this occasion shall remain due automatically.

7. PUBLICATION OF CONTENT AND PERSONAL INFORMATION



The purpose of the site is the buying and selling of renewable energy GOs on the open market; therefore, the inserted content must strictly adhere to it.

All modalities for the protection of the user's personal data and the conditions for publishing content on the Site are defined by the General Terms of Use.

8. WARRANTIES AND FORCE MAJEURE

The seller undertakes to realistically estimate and understand the quantity of their production when posting an offer or participating in a call for tenders. BUYECO reserves the right to withdraw an offer and/or the seller's registration if it deems this condition has not been met.

However, the buyer acknowledges that the quantity for which they placed an order is subject to meteorological variability beyond the seller's control.

The seller must inform the buyer and BUYECO directly and promptly when they foresee that the sold quantity cannot be delivered 100% due to the aforementioned reasons. However, they undertake to make every effort to provide the missing quantity at the defined sales price, without guaranteeing success. BUYECO may assist them in this process.

Unless expressly stated otherwise by the contract between the seller and the buyer, the following warranty applies: The seller undertakes in all cases to provide GOs equivalent to at least 80% of the ordered quantity. If this is not the case, they are obliged to provide GOs of identical quality (produced by others) at the same agreed price.

The parties to the contract are not liable for non-performance of the contract if it arises from events or circumstances of force majeure for which they are not responsible, and the affected party promptly reports the problem and makes every effort to fulfill the contract.

9. JURISDICTION AND APPLICABLE LAW



These conditions are subject to Swiss substantive law. In case of dispute, the exclusive legal venue is in Lausanne.