

SOLAR CELLS PURCHASE AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, THIS SOLAR CELLS PURCHASE AGREEMENT (the 'Agreement') is entered into by and between SunPower Systems Sàrl ('SunPower') and Raisbeck Aviation High School ('Customer') on the terms and conditions set forth herein as of the date indicated under the signatures below (or, if different, the later of the two dates) ('Effective Date'). SunPower's quotations stated in this SOLAR CELLS Purchase Agreement are not to be construed as binding offers but as invitations to Customer to submit a binding offer. This Purchase Agreement will be legally binding only upon signature by both Parties.

BACKGROUND INFOR	RMATION		Quote Number: Quotation Date:	0000212727_25719 9-Jan-23		
SunPower's Address & Contact Information: SunPower Systems Sàrl Route de Pré-Bois 14, 1216 Geneva Cointrin Switzerland		Customer's Address & Contact Information: Raisbeck Aviation High School 9229 E Marginal Way S, Tukwila, WA 98108 USA				
Attention: Email:	Frédéric Biollaz frederic.biollaz@maxeon.com	Attention: Phone: email:	Alain Semet +1 206 227 3939 laserir@aol.com			
Primary Contact: Attention: Phone: Email:	Yating Li +86 15862327637 yating.li@maxeon.com	Customer's Ship To Address: Raisbeck Aviation High School 9229 E Marginal Way S, Tukwila, WA 98108 USA				
copy of this agreement musquotation, it will be release	ATION: Price are valid for only five (5) st be received by SunPower within such fd for general sale on expiry of such quot	five (5) business days p				
Site Description:	USA					
Equipment Description:	SOLAR CELLS CIP - Seattle-Tacoma International	I		I		
Incoterms:	Airport	Mode of Shipment:	Unit Dries	Transport via Air		
Quantity 450	Description 527515 CELL, E66-135-B-Ne3, DIAMOND WIRE, ATHENA DAMO1, 130SMAT		\$1.96	Contract Price \$882.00		
1300	515245 - CELL TO CELL INTERCONNECT TAB, 2MM		\$0.09	\$117.00		
	FREIGHT			\$150.00		
Payment Terms:	Per Schedule of Delivery and Payments	(Attachment A)	Total Price:	\$1,149.00		
	Schedule of Delivery and Payments SOLAR CELLS Purchase Terms and Con- SOLAR CELLS Special Purchase Terms a incorporated by reference into and made ions not expressly attached to this Agree	and Conditions e a part of this Agreeme		reements, proposals,		
	SunPower and Customer have entered in			conditions of this Agreement as		
SUNPOWER:		CUSTOMER: Please send signed agreement to specialtyus@maxeon.com				
SunPower Systems Sàrl		Raisbeck Aviation High School				
Ву:		Ву:				
Printed Name:	Frédéric Biollaz	Printed Name:	ame: Alain Semet			
Signature:		Signature:	Hain Semet			
Title		Title	Mentor			



ATTACHMENT A

Schedule of Delivery and Payments Quotation Number: 0000212727_25719

Description	Shipment	Delivery Schedule	Invoice Amount	Payment Type
SOLAR CELLS	Estimated delivery is WW5 depending on receipt of payment	Estimated delivery is WW5	\$1,149.00	100% prepayment to be received within ten (10) business days from the Effective Date.
	To	\$1,149.00		

Wire Transfer Details

Beneficiary Name: SunPower Systems Sarl

Bank: Standard Chartered Bank(Singapore)Limited

Beneficiary Account Number: 0107317125

Swift SCBLSG22XXX Branch: Battery Road

Branch Code: 9496 Currency: USD



Attachment B: Solar Cells Purchase Terms and Conditions

SunPower sells to Customer the Solar Cells described in the Solar Cells Purchase Agreement to which this Attachment B relates (the "Agreement") on the following terms and conditions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement. SunPower and Customer are referred to herein as "Party" or "Parties". These terms and conditions are made part of the Agreement and, unless specifically stated to the contrary, in the event these terms and conditions conflict or are in any way inconsistent with any other terms or conditions of the Agreement, the below terms and conditions shall govern.

- **1. Contract Price.** Customer shall pay SunPower the full Contract Price as stated in the Agreement. All payments shall be due and payable thirty (30) days from the invoice date, unless otherwise stated in the body of the Agreement. For any amounts not paid when due Customer shall pay interest thereon at the rate of 1.5% per month until paid in full. Customer shall pay all sales, VAT and other taxes, however designated or levied, based on the Contract Price, Customer's use of the Solar Cells or otherwise arising in connection with the Agreement. SunPower shall be solely responsible for taxes based on its income. Reselling of Solar Cells to third parties is prohibited.
- **2. Shipping/ Risk of Loss/Transfer of Title.** Risk of loss for Solar Cells shall pass to Customer upon delivery in accordance with the shipping terms (Incoterms 2020) specified in this Agreement. Title to the Solar Cells shall unconditionally transfer to the Customer upon payment by Customer of the full Contract Price. Customer will accept partial deliveries from SunPower of any Solar Cells described in the Agreement. Customer further agrees that each of the terms of sale listed in the Agreement shall apply individually to any such partial deliveries of Solar Cells. SunPower reserves the right to replace all or part of the ordered Solar Cells with Solar Cells of equivalent or higher quality.
- **3. Delivery.** SunPower will use its best endeavors to deliver the Solar Cells on the delivery date specified in the Agreement, provided that such delivery date is indicative only and may be subject to change at SunPower's discretion. Customer must accept the actual delivery date and SunPower shall not be liable for any late delivery penalties, nor for any losses, costs, damages or expenses suffered by Customer or any other party as a result of any delay in delivery. Customer shall not be absolved of its payment obligation by reason of any delay in Solar Cells delivery. Any deficiency in quantity of Solar Cells at the time of delivery shall be notified to SunPower immediately upon receipt of shipment. SunPower shall be entitled to use the insurer, carrier, packaging, containers and mode of transport of its choice up to the delivery point specified in the shipping terms (Incoterms 2020). SunPower shall not be liable for any delay in delivery attributable to Customer. Signature of the delivery order by Customer shall be deemed to be acceptance of the quantities as set out by such delivery order. Additional costs of 35USD per week per pallet, exclusive of VAT, of storage per Solar Cells shall accrue if the Customer fails to collect the Solar Cells on the delivery date, up to the effective delivery date. If the Customer is required under the Agreement to provide a letter of credit, an advance payment or any other payment security to SunPower, SunPower shall be entitled to suspend and/or delay the delivery of the Solar Cells until and to the extent such letter of credit, advance payment or payment security is delivered to SunPower, in a form acceptable to SunPower at its sole discretion.
- **4. All Sales Final.** Sale of Solar Cells is final upon title transfer and there are no post-sale obligations retained by SunPower. Without limiting the generality of the foregoing, Customer specifically acknowledges the following with respect to the sale of Solar Cells:
 - a. There are no Customer rights of return or refunds regarding the Solar Cells;
 - **b.** Customer is responsible for providing adequate insurance for the Solar Cells after risk of loss transfers pursuant to the agreed shipping terms; SunPower has no
 - c. Obligation for installation or other obligations relating to the sale of the Solar Cells; and
 - **d.** The Solar Cells are provided "AS IS" without warranty. Buyer waives all express and/or implied warranties, including the implied warranties of merchantability, power



Attachment B: Solar Cells Purchase Terms and Conditions

output, fitness for a particular purpose. SunPower assumes no liability for any defective products.

- **5. Termination by Customer.** Customer may terminate the Agreement for cause by written notice to SunPower if SunPower Materially Breaches any provision of the Agreement and such breach is not cured within thirty (30) days of SunPower's receipt of such written notice, except in the case of Customer's failure to make timely payments of the Contract Price, under which situation the provisions of Section 6 below shall be guiding. "Material Breach" shall mean a default in one party's contractual obligations that substantially undermines the economic value of the Agreement to the other Party.
- **6. Termination by SunPower.** SunPower may terminate the Agreement for cause by written notice to Customer if Customer (i) fails to pay any amount payable to SunPower after it becomes due under this Agreement, (ii) is adjudged bankrupt or makes a general assignment for the benefit of its creditors, or (iii) otherwise Materially Breaches any provision under the Agreement and fails to remedy such breach within thirty (30) days of the receipt of a written notice sent by SunPower.
- **7. Survival.** Following termination of the Agreement, the surviving rights and obligations from the Agreement shall include Sections 1, and 7 through 28 in their entirety.
- **8. Limitation of liability.** Notwithstanding any other provision in the Agreement to the contrary, whether express or implied, SunPower shall not be liable to Customer, whether by way of indemnity or by reason of any breach of this Agreement or warranty or of statutory duty or by reason of tort or the committing of any actionable wrong (including without limitation negligence) or otherwise, for loss of actual or anticipated profit, loss of revenue, loss of use, loss of production, loss of opportunity or goodwill, cost of capital, cost of replacement power, financing costs, fuel costs, or for any special, indirect, incidental or consequential loss, damage or expense or any other purely financial or economic loss whatsoever suffered by the Customer, its customers or third parties. Notwithstanding any other provision of the Agreement, whether express or implied, SunPower's aggregate liability with respect to any and all losses, damages or claims arising out of the Agreement, its performance or breach, whether such liability is based in contract, warranty, tort (including negligence of any kind), strict liability or otherwise, shall not exceed an amount equal to half of the payments actually received by SunPower from Customer under the Agreement.
- **9. Governing Law.** This Agreement shall be governed by the laws of Switzerland without reference to conflicts of laws principles. The UN Convention on the International Sale of Goods (Vienna 1980) shall not apply.
- **10. Dispute Resolution.** All disputes arising out or in connection with this Agreement shall be exclusively brought before the Commercial courts of Geneva, Switzerland, irrespective of the place of the order, delivery, payment and payment method.
- **11.No Waiver.** Any waiver of any breach of any term or condition of the Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition of the Agreement. Failure by a Party to exercise any right under the Agreement shall not be construed as a waiver of any breach of any term or condition hereof.
- **12. Severability.** If any provision of the agreement shall be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions of the Agreement.
- **13. Headings.** The headings used in the Agreement are included for convenience only and are not to be used in the interpretation of any provision of this Agreement.
- 14. Notices. All notices, demands or consents required or permitted under the Agreement shall



Attachment B: Solar Cells Purchase Terms and Conditions

be in writing. Notice shall be considered effective on the earlier of actual receipt or: (i) the day following transmission if sent by facsimile followed by written confirmation by registered overnight carrier (e.g., Federal Express.) or certified mail; or (ii) one (1) day after posting when sent by registered private overnight carrier or (iii) five (5) days after posting when sent by certified mail. Notice shall be sent to the attention of the current business contact and the "legal department". Parties may change their address for notice purposes by giving notice of such change, provided that such notice is effective only on receipt.

- **15. Successors and Assigns.** The terms and conditions of the Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties, subject to the terms of Section 27 herein.
- **16. Advice of Counsel.** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of the Agreement. The Agreement shall not be construed against any Party by reason of the drafting of preparation hereof.
- **17. Force Majeure.** Except for Customer's obligations to pay SunPower hereunder, neither Party shall be liable to the other Party for any failure or delay in performance caused by reasons beyond its reasonable control, including, without limitation, acts of God, labor disputes, acts of public authorities, war, riot, embargoes, terrorists, acts of civil or military authorities, fire, flood hurricanes, typhoons, tornados, winds in excess of ninety (90) mph, volcanoes, earthquakes or accidents. Without limiting the generality of the foregoing, SunPower will not be liable or deemed to be in breach of the Agreement by reason of any delay or failure to perform caused by any act or omission of Customer.
- **18. Confidential Information.** As used herein, "Confidential Information" of a disclosing Party means the Agreement and all confidential and/or proprietary information provided by the disclosing Party to the receiving Party and includes, without limitation:
 - a. financial information of the disclosing Party;
 - b. business plans of the disclosing Party;
 - c. information about the business of the disclosing Party
 - d. information about the product roadmap of the disclosing Party; and
 - e. all tangible materials embodying any of the foregoing Confidential Information, including any documentation, records, listing, notes, data, sketches, drawings, computer disks, files or records, memoranda, designs, models, accounts, reference materials, samples, equipment, trade-secrets, prices, strategic partners, marketing, strategic or other plans, Customer names or lists, project opportunities and the like;

<u>provided</u>, <u>however</u> that "Confidential Information" of a disclosing Party shall not include information or data of the disclosing Party which:

- i. is already rightfully in the possession of the receiving Party at the time of its disclosure by the disclosing Party,
- ii. is now or becomes a part of the public domain by virtue of publication, free of copyright or other protection, other than by or through the fault of the receiving Party,
- iii. is rightfully received by the receiving Party from a third Party who has a right to disclose such information, without restriction on disclosure and without breach of this or any other agreement, or
- iv. is independently developed by the receiving Party, without any reverse engineering or similar action.

Each Party agrees that, (a) it shall make use of the Confidential Information of the other Party



Attachment B: Solar Cells Purchase Terms and Conditions

solely for the purpose of facilitating sale of Solar Cells provided under the Agreement, (b) neither it nor any of its subsidiaries nor affiliated companies nor their agents, representatives or assigns will disclose to any other person or entity, or use for its or their benefit, any Confidential Information of the other Party, and (c) it shall prevent any Confidential Information of the other Party from being revealed to any person or entity other than its employees who are required to know such information in order to carry out the purpose described in the foregoing clause (a), and shall notify such employees of the obligation not to use or disclose the Confidential Information of the other Party.

19. Intellectual Property Protections. Customer agrees, on behalf of itself and its Affiliates (collectively, the "Customer Parties"), that the Customer Parties shall not reverse engineer, disassemble or analyze the Solar Cells or any prototype, process, product, or other item that embodies Confidential Information of SunPower and is provided to Customer. Additionally, Customer agrees it shall not, and shall cause Customer Parties not to directly or indirectly, manufacture anywhere in the world, any photovoltaic solar cell other than pursuant to a mutually acceptable written agreement between Customer and SunPower. The foregoing shall in no way restrict Customer Parties' ability to manufacture Solar Cells that (a) are not the Solar Cells offered by SunPower hereunder and (b) do not utilize SunPower's proprietary trade secrets or technology embodied in the Solar Cells or any confidential or proprietary information of SunPower or its Affiliates obtained by Customer in connection with the transactions contemplated by this Agreement. As used in this Agreement, "Affiliate" means, with respect to a party, any individual, partnership, corporation, limited liability company, or other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party. Customer acknowledges, also on behalf of itself and its Affiliates, that any and all intellectual property rights in and in relation to the Solar Cells belong exclusively to SunPower and undertakes not to challenge or harm in any way such intellectual property. Customer agrees that, in addition to any other obligations it has under this Agreement, including this Section 19, none of the Customer Parties will cause or allow any inspection, analysis, or characterization of any properties (whether mechanical, structural, chemical, electrical, or otherwise) of the Solar Cells, whether by itself or by a third party. Customer agrees that it will only transfer (whether by sale, loan, gift, or other conveyance) the Solar Cells from its possession after they have been encased in an encapsulant material in such a state as to prevent direct inspection of the Solar Cells.

Nothing in this section is intended to prevent the Customer from using the Solar Cell as a laminated product, including characterizing performance of the laminated product.

20. Restricted Uses. Customer agrees that it shall not and Customer shall cause Customer Parties not to sell, transfer, or otherwise provide to a third party (i) a solar module or panel constructed from the Solar Cells, which has a power output of 200 Watts DC or higher. Customer agrees on behalf of the Customer Parties that (a) the Customer Parties shall not provide the Solar Cells or any product made from the Solar Cells for use which provides power, directly or indirectly, to the general utility electrical grid of any region; and (2) when selling any product containing the Solar Cells, the Customer and Customer parties shall include a contractual limitation prohibiting the buyer of such product from using them to provide power, directly or indirectly, to a general utility electrical grid.

21. Infringement. SunPower shall defend, at its own expense, any suit or claim that may be instituted against Customer or any customer of Customer for alleged infringement of patents, trade secrets, copyrights or other intellectual property rights relating to the Solar Cells, and SunPower shall indemnify Customer and its customers for all costs and damages arising out of such alleged infringement, provided that: (i) Customer gives SunPower reasonably prompt notice in writing of any such claim or action and permits SunPower, through its counsel of choice, to answer the charge of infringement and control the defense of such action; and (ii) Customer provides SunPower information, assistance, and authority (at SunPower's expense for reasonable out of pocket expenses incurred by Customer in connection therewith) to enable SunPower to



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defend such claim or action. SunPower will have no liability under this Section to the extent that infringement is attributable to (x) Customer's design and/or requirements placed upon SunPower or (y) Customer's modification or combination of one or more products with designs not supplied by SunPower.

- **22. Export Compliance**. Customer shall not commit any act or cause or permit any person to commit any act with respect to any Solar Cells purchased hereunder which would violate any applicable export control laws, rules or regulations (including but not limited to those of the United States), and Customer will take any and all actions within its ability to assure compliance with all such laws, rules or regulations. Customer shall not, directly or indirectly, export, re-export or transship any Solar Cells purchased hereunder or any technical data relating to such Solar Cells in violation of any applicable export control laws promulgated and administrated by the government of any country having jurisdiction over the parties or the transactions contemplated herein. It is SunPower policy to comply fully with all economic sanctions and trade restrictions promulgated by the United States government. Customer agrees to comply, in performing this agreement, with all applicable laws, including, without limitation, all statutory and regulatory requirements under the Export Administration Regulations (15 C.F.R. § 730 et seq.) administered by the U.S. Department of Commerce; the laws, regulations, and executive orders implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury; and equivalent laws in any jurisdiction in which the Customer operates.
- **23. FCPA Compliance.** Each party acknowledges that it has reviewed a copy of the U.S. Foreign Corrupt Practices Act (the "FCPA") and confirms its understanding that the FCPA prohibits the payment or giving of anything of value either directly or indirectly, to an official of a foreign government, foreign political party or official thereof, or any candidate for foreign political office, for the purpose of influencing an act or decision in his official capacity, or inducing him to use his influence with the foreign government, to assist in obtaining or retaining business for or with, or directing business to, any person. Each party agrees that each party shall comply with the FCPA and will take no action that would cause any party to be in violation of the FCPA. Each party agrees to notify immediately the other party of any request the party receives to take any action that might constitute, or be construed as, a violation of the FCPA. Both parties agree that either party is authorized to take all appropriate actions that such party reasonably deems is necessary to avoid a violation of the FCPA.
- **24. Publicity.** Customer agrees that any and all marketing, press releases, references and / or any public information regarding the Agreement and / or the use of the Solar Cells purchased through the Agreement is subject to the review and written approval by SunPower prior to release.
- **25. No Additional Obligations.** SunPower has no obligation for installation, maintenance or other post-sale obligations relating to the sale of the Solar Cells.
- **26. Entire Agreement.** The Agreement, which shall include associated Attachments, constitutes the sole and entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, representations or understandings with respect thereto. No other document or amendment of this Agreement shall be part of this Agreement, unless in writing and signed by the Parties' authorized representatives.
- **27. Assignment.** Customer shall not assign or otherwise transfer (either in whole or in part) any of its rights or obligations under the Agreement without having first obtained the express written permission of SunPower, any purported assignment without such consent shall be deemed null and void.
- **28. Exclusive Remedies.** Notwithstanding any other provision of the Agreement, the full extent of SunPower's liabilities, warranties, representations and guarantees in connection with the Agreement are set forth herein, and no other liabilities, warranties, representations or guarantees shall, or shall be deemed to, apply. The Customer's remedies, as identified in the



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Agreement, shall be the sole and exclusive remedies available to the Customer in respect of matters to which they are said to relate in the Agreement, irrespective of any rights and remedies which might otherwise be available at common law, in tort, by statute or otherwise.



Attachment C: Solar Cells Special Purchase Terms and Conditions

The Solar Cells Special Purchase Terms and Conditions set forth in this Attachment C shall apply in addition to the Solar Cells Purchase Terms and Conditions set forth in Attachment B. These Solar Cells Special Purchase Terms and Conditions will only take precedence over the Purchase Terms and Conditions insofar as they differ from or supplement the Solar Cells Purchase Terms and Conditions. The Solar Cells Purchase Terms and Conditions will remain fully in force in all other respects. In the event of any inconsistency between these Solar Cells Special Purchase Terms and Conditions and the Solar Cells Purchase Terms and Conditions, the former shall prevail:

1. Contract Price

Section 1 (Contract Price) of the Solar Cells Purchase Terms and Conditions is amended and restated in its entirety as follows:

"Customer shall prepay by wire transfer to SunPower the full Contract Price within ten (10) business days from the Effective Date, as set out in Attachment A. No Solar Cells will be shipped by SunPower prior to payment of the full Contract Price by Customer. Customer shall pay all sales, VAT and other taxes, however designated or levied, based on the Contract Price, Customer's use of the Solar Cells or otherwise arising in connection with the Agreement. SunPower shall be solely responsible for taxes based on its income. The full Contract Price is payable without bank charges deduction.

If SunPower does not receive payment in full of the Contract Price as set out in this Section 1, SunPower reserves the right to: (i) cause the Solar Cells to be delivered in accordance with the applicable INCOTERM 2020 and collect full payment; (ii) cancel the Agreement and release any reservation of inventory relating to it, and/or; (iii) seek all damages available as set out in the Agreement or otherwise available under applicable laws.

Should Customer wish to use its SunPower credit account for the order under this Agreement, Customer must ensure there is available credit to cover full Contract Price. In the event there is insufficient credit to cover the full Contract Price, Customer must pay down its credit account to cover the full Contract Price amount invoiced to it within 10 (ten) business days of the Effective Date. In the event Customer uses its SunPower credit account, they are solely responsible for ensuring they are within terms on all outstanding invoices. In the event purchaser, due to insufficient credit available, is unable to use their SunPower credit account, SunPower reserves the right to cancel the purchase agreement and release any reservation of inventory."

2. Restricted Uses

The following sentences is added at the beginning of Section 20 (Restricted Uses) of the Solar Cells Purchase Terms and Conditions:

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"Reselling of bare Solar Cells to third parties is prohibited. »