

# AirSolar

## SOLUTIONS

AN AIRWELL GROUP BRAND

### SOLARFROST

The Autonomous Solar  
Powered Cold Room

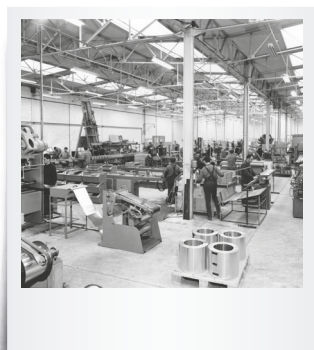


*innovation*  
**made in France  
by Airwell**





**YOUR FRENCH REFERENCE**  
*for over 75 years*



**Airwell,  
a French thermal  
equipment manufacturer  
committed to the  
energy transition**

## A French referenced brand for professionals

As an expert and creator of climate and thermal solutions, Airwell's mission is to create and cultivate well-being. Airwell is committed to:



### Reinventing uses

→ To limit our environmental footprint.



### Optimising consumption

→ To consume less and better.



### Promoting solar energy

→ To preserve natural resources.

## Historical French manufacturer

- 1947 ● **Creation of the Airwell Group**, the French pioneer in heat pumps.
- 1970 ● Airwell becomes **the leading European** heat pump manufacturer. Leader in Europe and Africa.
- 2008 ● Industrial disengagement and restructuring of the Airwell Group.
- 2014 ● Launch of the **Airwell 2.0** strategic project (the transformation from a heat pump manufacturer to a solution provider).
- 2020 ● Launch of our offer for private customers: **Hybrid house**.
- 2021 ● **Airwell becomes Airwell Group** following the acquisition of Airwell Residential by Airwell Distribution.
- 2022 ● Integration of the **CSR approach** into the strategy and award of the **"Innovative Company"** label by BPI France. Launch of our Renewable Energy offer.
- 2023 ● Airwell Group acquires Amzair Industrie and sets up its **Airwell Industrie** production site in Brittany to enrich the Group's ecosystem in the design and manufacture of **100% French and connected heat pumps**.

**GROUPE AIRWELL**



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## AFTER-SALES AND QUALITY SERVICE

Our interactive voice server (IVR) has been redesigned in order to provide a more efficient and effective customer service. Our responsiveness and professionalism provide a benchmark level of service.

**+33 (0)1 76 21 82 95**

### TECHNICAL SUPPORT

[sav@airwell.com](mailto:sav@airwell.com)

### ORDER SPARE PARTS

[sp@airwell.com](mailto:sp@airwell.com)

### OUR SOLARFROST WARRANTIES\*

SPARE PARTS	2 Years	5 Years
Standard	✓	
Extended		✓

\* Excluding batteries, electrical components and cold room insulation. Please refer to the general terms and conditions.

#### EXTENDED WARRANTY

The extended warranty is offered if the beneficiary ensures the activation and **maintenance of the SolarFrost monitoring** (data of production and consumption of energy available on the VRM portal) within six months of the purchase date, with a maximum of three interruptions lasting up to two weeks. A valid machine to machine SIM card can be inserted in the technical room to ensure the monitoring if the Wi-Fi is not available. The records on the monitoring web portal shall be regarded as constituting proof.

**Remark:** In the case of an interruption which last less than three days, the monitoring data will still be recorded in the SolarFrost's internal storage. This delay can be extended thanks to an SD card.







# About the AIRSOLAR SOLUTIONS SOLARFROST

On a planet where post-harvest losses are high and where the cold chain is essential to better feed and care for people, Airwell delivers a unique solution to ensure the longevity of perishable goods.

At Airwell, we understand the essential role of a robust and durable walk-in cold room in preserving the quality of sensitive products.

**SolarFrost** is an autonomous solar powered cold room solution that can be rapidly deployed to meet the need to preserve sensitive foodstuffs and medicine using solar energy. Its energy block enables it to operate independently and maximise self-consumption.

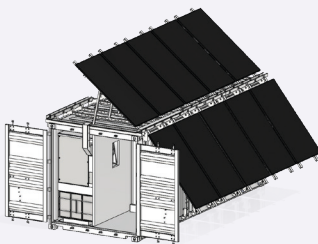

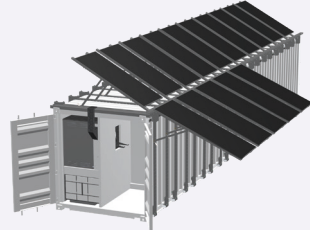
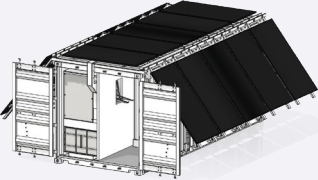

Would you like to reduce your logistics costs with a local cold store? Limit your post-harvest losses or loss of valuable goods? Reduce your dependence on fossil

fuels or the electricity grid? Then SolarFrost is the right walk-in cold room for you.

Equipped with efficient AirSolar Solutions photovoltaic panels, SolarFrost has demonstrated its ability to maintain a stable temperature despite extreme outdoor conditions.

**SolarFrost** is a sustainable product that can be adapted to local sunlight conditions through a variety of possible installation configurations.

## PV INSTALLATION CONFIGURATION

PV Installation configuration	Visual	Possible Configurations
<b>Illustration 20ft Model</b> with 2 rows of 5 PV panels each mounted onto the container		
<b>Illustration 40ft Model</b> with 10 PV panels on the roof and 5 PV panels mounted on the side		
Example of an additional row mounted onto the side 20ft Model		



#### + PRODUCT

- Inclination adaptable to any location and season
- Technical room: energy storage and cold production zone
- Stable temperature between 0°C and 15°C

#### WARRANTY



**5 YEARS SPARE PARTS**

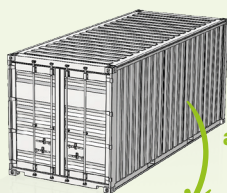
**Subject to conditions:**

internet communication must be active, please refer to the table of benefits.



#### MARITIME TRANSPORT

Solar panels are stored inside for shipping



Easy assembly from the manual

#### LAND TRANSPORTATION

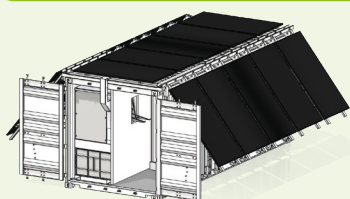
Solar panels are installed on the roof for ground transportation



Easy deployment and start-up

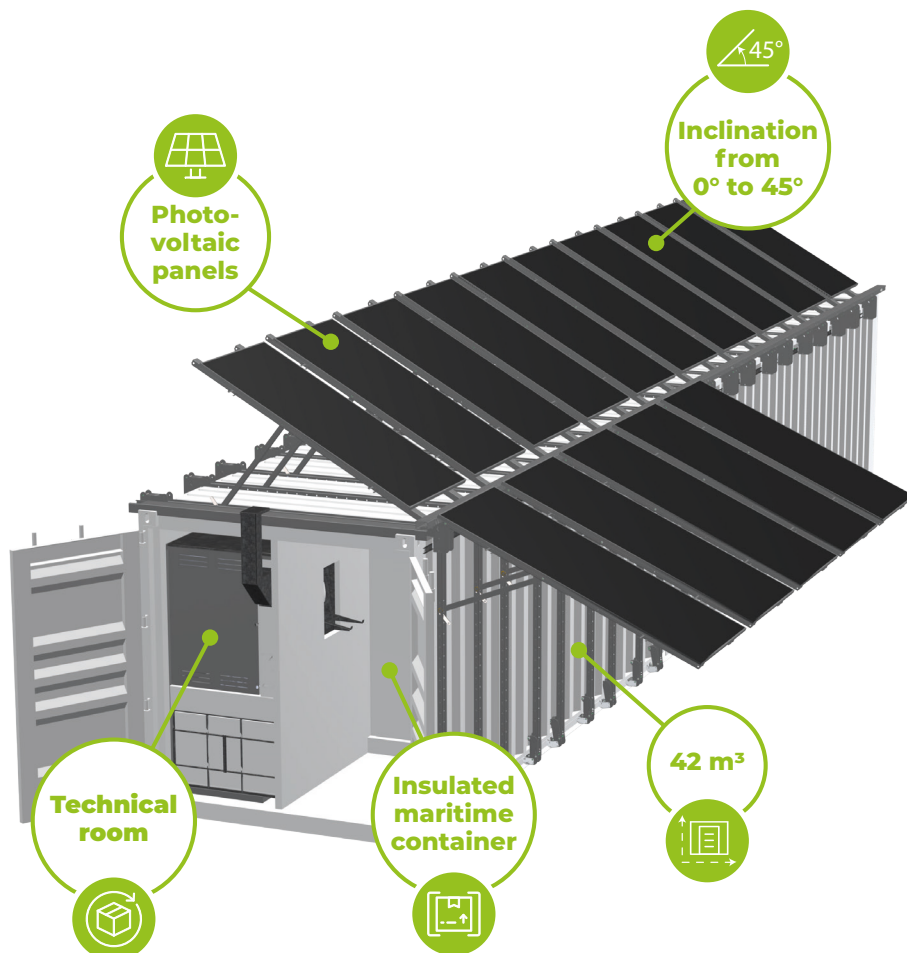
#### AIRSOLAR SOLARFROST READY FOR USE

A simple mechanical system allows the deployment of solar panels in 10 minutes



# SOLARFROST

The autonomous solar powered cold room



#### A ROBUST, TURNKEY SOLUTION

- Built around a container approved for sea transport.
- Can be transported anywhere by the sea, land and air.
- A “all-in-one” solution delivered in kit.

#### MODULARITY AND MOBILITY

- Various installation options.
- Solar panels can be tilted according to the season.
- Simple mechanism for storing and deploying solar panels for transport and extreme conditions.

#### EASY MAINTENANCE

- Advanced monitoring system.
- Easy access to components.
- Clear documentation and procedures.

#### PROVEN ENERGY EFFICIENCY AND AUTONOMY

- Self-sufficient in most situations.
- Devices configurations for maximum energy efficiency.
- Compatible with external power supply (generator or electricity grid).



## TECHNICAL DATA

OVERALL CHARACTERISTICS	Unit	CFSA-P20X-XXGQA (refer to p.15)	CFSA-P40X-XXFPA (refer to p.15)
Product number on demand		2CF3000XX	2CF3000XX
Manufactured in		France	
Container	ft	Dry 20'	Dry 40'
Total unloaded weight	kg	5 000	7 000
Panel insulation material		Polyisocyanurate for cold room and rockwool for power unit	
Photovoltaic panels inclination	°	Adjustable between 0° et 45° on the top of the container and between 90° and 30° on the side	
Transportation options		Flatbed truck on road, Container carrier at sea and helicopter in the air	
Cold room size	m <sup>3</sup>	16	42
Outside temperature operating range	°C	From -10 to 55	
Solar peak power	Wp	5,000 (extra power in option, see p.9)	7,500 (extra power in option, see p.9)
Coldroom temperature setpoint range	°C	0 to 15	
SolarFrost East & West dimensions folded (LxWxH)	cm	620x273x279	1219x273x279
SolarFrost East & West dimensions unfolded at 30° PV inclination (LxWxH)	cm	620x683x379	1219x683x279

## ELECTRICAL INSTALLATION

Nominal power of each photovoltaic panel	Wp	500	
Number of solar panels		10 (extra power in option, see p.9)	15
Battery type		Lead acid OPzV	
Battery capacity	Wh	22 080	46 080
Discharge cutoff limit	%	12	
AC-in Connection		Single-phase AC grid or generator set	
Compatible backup power or generator characteristics		230 VAC / 50 Hz / 20 A min 32 A max 10 kVA generator recommended	
System intelligence		Monitoring of energy production and consumption, maintenance alarms	
AC-out connection		230 VAC electrical socket to maximise energy use for additional electricity needs	
Electrical socket power output	W	3 500	
DC Voltage	V	48	
Easy cut out system		Yes	

## CONFORMITY AND CERTIFICATIONS

EU legislation		CE marking
For maritime transportation		CSC

## CHOOSE YOUR SOLARFROST COLOUR (see p.15)



ARCTIC WHITE



ARMY GREEN



SANDY DESERT

## COMBINATION

## SOLARFROST



## COMPATIBLE WITH

- Compatible with solar kits **Power 1** to **Power 6**
- See p.9

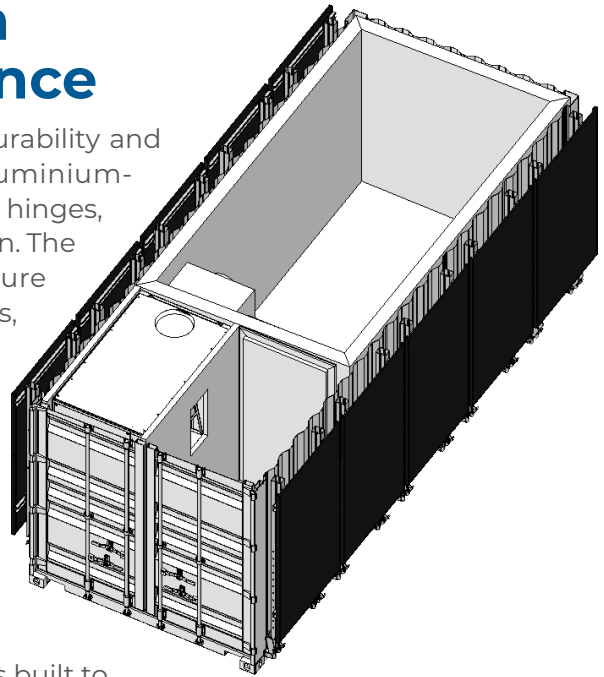


## A Superior Cold Room for Optimal Performance

Our cold room is engineered for exceptional durability and efficiency, featuring a high-performance aluminium-framed door with thermal breaks, three sturdy hinges, and a double rubber seal for maximum insulation. The polyisocyanurate (PIR) sandwich panels ensure consistent thermal performance for over 25 years, with an industry-leading acermi certified  $\lambda = 0.020 \text{ W/(m.K)}$  for superior energy efficiency. The cold room meets fire safety standards, offering a secure environment for temperature-sensitive storage needs.

Designed for heavy-duty use, the floor panels are made from 100% recycled wood, boasting a density of over  $1000 \text{ kg/m}^3$  and an anti-slip surface for enhanced safety. With high tensile strength and impact resistance, our cold room is built to withstand the most demanding environments while maintaining exceptional thermal integrity.

The SolarFrost works up to  $55^\circ\text{C}$  ambient temperature. You can choose for a refrigeration unit adapted for Normal, Tropical or Supertropical climate.



### TECHNICAL DATA

COLD ROOM CHARACTERISTICS		
CARACTERISTICS	CFSA-P20X-XXGQA (refer to p.15)	CFSA-P40X-XXFPA (refer to p.15)
Cold room floor area	7.6 m <sup>2</sup>	20.3 m <sup>2</sup>
Inside cold room dimensions (LxWxH)	381 cm x 201 cm x 207 cm	1009 cm x 201 cm x 207 cm
Cold room insulation	140 mm thick polyisocyanurate (PIR)	
	Thermal resistance : R	6.85 m <sup>2</sup> .K/W
	Fire resistance class	EI30
Technical room and entrance insulation	60 mm thick rock wool	
	Fire resistance class	EI60
Floor panel finish	Evenly distributed floor load (1 m <sup>2</sup> )	3 000 kg
	Floor panel occasional load (5x5 cm)	250 kg
	European fire test classification	B-s3,d0 (EN13501 - SBI)
	Resistant to use	AC4 (EN 13329 - table 2)
Useful doorway	80 x 200 cm	
Strip curtain	Yes	
Conformity for sandwich panels	FM approved, CE	

REFRIGERATION UNIT		
CARACTERISTICS	CFSA-P20X-XXGQA (refer to p.15)	CFSA-P40X-XXFPA (refer to p.15)
Refrigerant	R513A or R455A	
Outdoor climate compatible options	Class : Temperate (N), Tropical (T), Extratropical (S)	
Phase	1	
Frequency	50 Hz (it is possible to have a 60 Hz refrigeration unit on demand)	
Average consumption per day	19 110 Wh	31 580 Wh
Defrost	Hot gas auto-defrost	
Type of compressor	hermetic Tecumseh	
Energy Efficiency Ratio	2,35	2,76
Cooling Capacity	9 966 Btu/h 2 923 W	13 763 Btu/h 4 033 W
Certification	CE	
Conformity	2006/42/CE Machinery Directive, 2014/35/EU Low Voltage Directive, 2014/30/EU EMC Electromagnetic Compatibility Directive, 2014/68/UE PED Directive	



# Additional photovoltaic kit for maximum power output

To best adapt to local climatic conditions and your energy needs, we suggest to add one of the following solar kits. Our technical team will be happy to help you configure your installation.

## GROUND KIT

ADDITIONAL SOLAR POWER KIT SUPPLY			KIT POWER 1: additional 1 500 Wp	KIT POWER 2: additional 2 500 Wp
			2KTCF0001	2KTCF0002
MODEL	Product number	View	Quantity	
PVMX-500M-FB	2EN230006		3	5
CS+ Console	520075-K		3	5
Console extension rail	460196		3	5
Kit Power 1 Associated wiring	2ACCF0001		1	
Kit Power 2 Associated wiring	2ACCF0002			1

## STRUCTURAL KIT

ADDITIONAL SOLAR POWER KIT SUPPLY			KIT POWER 3: additional 1 500 Wp	KIT POWER 4: additional 2 500 Wp	KIT POWER 5: additional 1 500 Wp	KIT POWER 6: additional 2 500 Wp	
MODEL	Code	View	Quantity				
PVMX-500M-FB	2EN230006		3	5	3	5	
PV PANEL SET-ROOF	2PR040015		3	5			
PV PANEL SET-SIDE	2PR040016					3	5



## PRODUCT LEAFLET

CS+ Console:

*Click or Flash*





## Applications

**Food&Beverage:** SolarFrost is suitable for a wide range of applications including agriculture, horticulture, pisciculture, breeding, restoration, distribution and other food and beverage needs. It offers precise temperature control tailored to the requirements of each crop, ensuring optimal storage conditions. With a flexible “pay as you store” model, users can rent cooling space on a daily basis, making it adaptable and cost-effective for varying storage needs.



VEGETABLES



FRUITS



FISH



MEAT



DAIRY PRODUCTS



BEVERAGES



## Other possible applications

**Pharmaceutical:** SolarFrost can be used in pharmaceutical applications, particularly for storing medicines, vaccines, and other sensitive products. It can be deployed in remote areas, providing a reliable solution to preserve the quality of essential medical products.



**Military:** Capable of maintaining precise temperatures to store both food and medicine as well as equipment, SolarFrost is ideal for military base camps. Its robustness allows it to operate effectively across diverse climate conditions, ensuring reliability in various military settings.

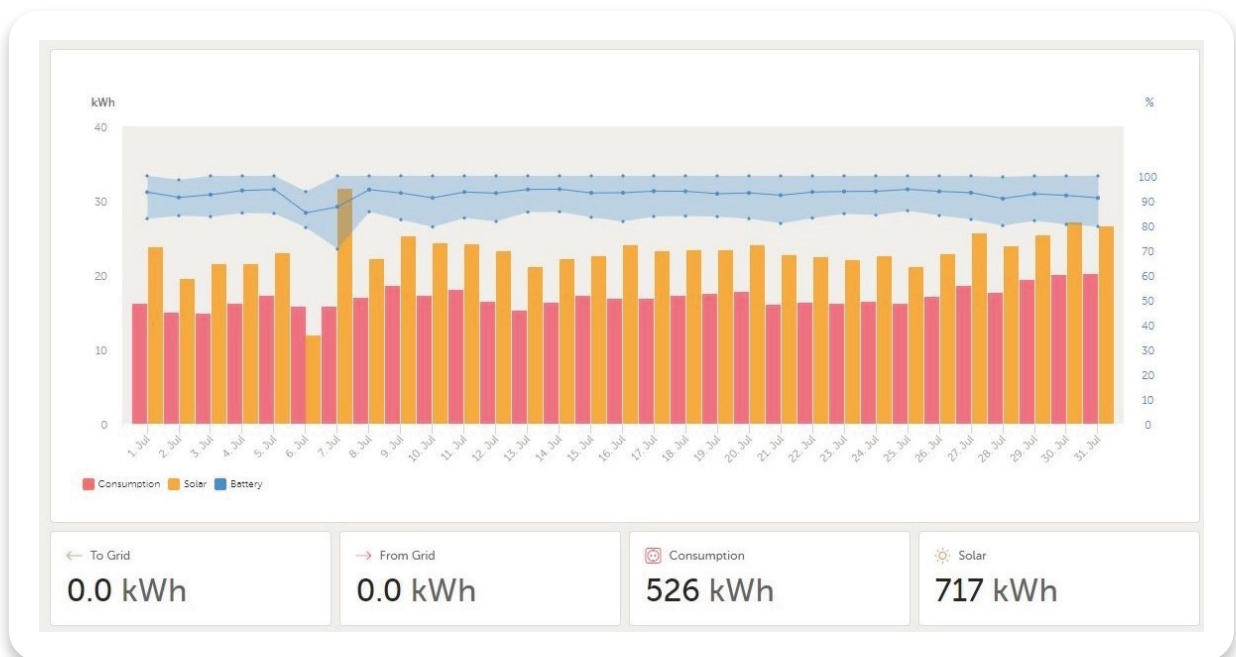
**Humanitarian aid:** SolarFrost is highly versatile, capable of rapid deployment for disaster relief, facilitating immediate storage of food and pharmaceuticals during floods, earthquakes, military conflicts, and other humanitarian crises. Its robust reliability ensures consistent performance, while its easy and fast transportability enhances its readiness for urgent deployment.





## Connectivity and monitoring

Remote monitoring allows real-time oversight and management of the storage room's temperature and system performance from any location, providing timely alerts and data analysis. These features enhance the reliability and efficiency of the cold room, ensuring optimal storage conditions under varying circumstances.



For the design of the cold room, Airwell carefully applied a temperature mapping methodology. It involves systematically measuring and recording the temperature at various points within the storage space to ensure uniform cooling. This process identifies temperature variations and potential hotspots, ensuring that all areas maintain the desired temperature range for optimal storage conditions. Accurate temperature mapping is crucial for preserving the quality and safety of perishable goods stored within the facility.





# PARTNERS & SUPPORTS



CEA Liten is a major European research and technology organization. Over the past two decades, they have become a key stakeholder in R&D for energy and the environment. Their research focuses on energy efficiency and the circular economy, addressing solar energy, batteries, hydrogen, and sustainable chemicals.



Made in Auvergne Rhône Alpes, SolarFrost is supported by its region through creation of partnerships and invitations to agricultural trade fairs in France, Morocco and the Ivory Coast.



**Trésor**  
DIRECTION GÉNÉRALE

Attached to the French Ministry of the Economy, Finance and Digital Sovereignty the General Treasury has awarded Airwell a grant to set up an autonomous solar powered cold room in Iraq and implement its Cooling as a Service solution.



As a competitive cluster in the energy sector, Tenerdis is creating relevant partnerships for Airwell to develop the project.



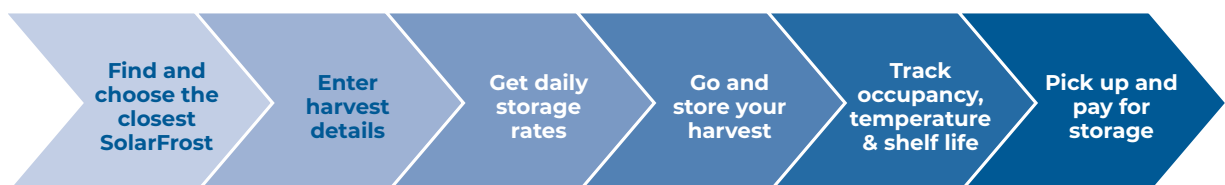
## Cooling as a Service (CaaS)

The demand for cooling is rising. While you might consider opting for an inexpensive cooling system, these often come with hidden costs: higher operation expenses, increased electricity consumption, frequent breakdowns, and the need for repairs. In contrast, modern cooling technologies are more cost-effective over its lifecycle due to its lower total cost of ownership. Additionally, innovative cooling systems provide higher indoor air quality and improved productivity.

How can you access a high-quality cooling system without straining your budget? It's simple: use cooling as a service! In this model, the investor remain the owners of the equipment, and you only pay a usage fee based on your cooling needs. This fee includes maintenance, repairs, and running costs, so you only pay for your actual use. It's in the provider's best interest to install the most efficient technology and optimize operations and maintenance.



This approach, identified as the “Pay as You Store” model, fosters productive collaboration between providers, investors, and users of cooling systems. And the best part? You'll be contributing to a greener planet!



## Partner

The **Basel Agency for Sustainable Energy** (BASE) combines expertise in technology, markets, economics, finance, and business development to deliver effective project solutions. BASE designed the application **Coldtivate**, an indispensable tool to settle a CaaS business model.





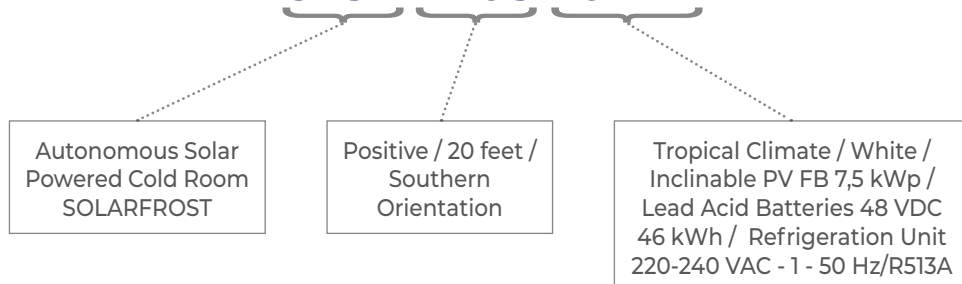
# TOOL BOX

## COMPOSE YOUR SOLARFROST

STEP	OPTIONS		CONFIGURE YOUR MODEL		
1	Container Size	Description	20 feet <input type="radio"/>	40 feet <input type="radio"/>	
		Code	20'	40'	
2	Cold Room Temperature	Description	Positive <input type="radio"/>	Negative <input type="radio"/>	
		Code	P	Negative	
3	Refrigeration Unit Climate Class	Description	Normal (Up to 40°C ext) <input type="radio"/>	Tropics (Up to 45°C ext) <input type="radio"/>	Super Tropics (Up to 55°C ext) <input type="radio"/>
		Code	N	T	T+
4	Container Colour	Description	Arctic White <input type="radio"/>	Army Green <input type="radio"/>	Sandy Dessert <input type="radio"/>
		Code	0	1	2
5	Solar Power	Description	PV 7,5 kWp <input type="radio"/>	PV 5 kWp <input type="radio"/>	
		Code	F	G	
6	Battery Power	Description	Lead Acid 46kWh <input type="radio"/>	Lead Acid 22kWh <input type="radio"/>	
		Code	P	Q	
7 (optional)	Additional Solar Power Kits		1,5 kWp	2,5 kWp	5 kWp

### EXAMPLE:

**CFSA-P20S-T0FPA**



### CONTACT US!

[presales@airwell.com](mailto:presales@airwell.com)



# GROUPE AIRWELL

## ARTICLE 1 - PURPOSE AND SCOPE OF APPLICATION

**1.1.** These general terms and conditions of sale apply to all sales of equipment and deliveries of services related to the sales of Autonomous Solar Powered Cold Rooms SolarFrost entered into by Groupe Airwell SA (hereinafter the "Vendor"), a public limited company (société anonyme) with a capital of 304,177.10 euros whose registered office is located at 10, rue du Fort de Saint Cyr, 78180 Montigny le Bretonneux, France, entered in the Versailles trade and companies register under number 824 596 795 from a professional buyer, understood as any natural or legal person, public or private, who acts for purposes within the framework of his commercial, industrial, craft, liberal or agricultural activity, including when they act in the name and on behalf of another professional. These general terms and conditions of sale are not applicable to a consumer or non-professional buyer.

**1.2.** "Equipment" refers to finished products, accessories, and spare parts.

**1.3.** Any order implies full and unconditional acceptance of these general terms and conditions of sale, which prevail over any other document of the buyer, particularly its general terms and conditions of purchase, unless otherwise expressly agreed beforehand by the Vendor.

**1.4.** If the Vendor does not invoke any one of the clauses of the general terms and conditions of sale at a given moment, this may not be interpreted as a waiver of its rights to invoke such clauses or these general terms and conditions of sale subsequently.

## ARTICLE 2 - GENERALITIES: CATALOGUES, DOCUMENTATION

**2.1.** Because of the speed of the technological evolution and the evolution of standards or improvements regarding security in the field in question, any information, indication, or item of value transmitted on any medium, whether it comes from the manufacturer or the Vendor, is given for information purposes only. These parties reserve the right to make any modification to the equipment whose etchings, photographs, or drawings appear on such documents, at any time and without notice. No document provided by the Vendor is considered a contractual element, and the Vendor cannot be held liable for such documents.

**2.2.** Where the selection of the proposed equipment is done by the Vendor on the basis of information provided by the informed professional buyer, the buyer is always responsible for ensuring that the characteristics of the equipment proposed by the Vendor are actually suitable for its needs, with regard to both performance and the possibilities of implementation. In addition, if the buyer resorts to the collaboration of the Vendor's engineers or technicians for a study or project, the Vendor may not be held responsible, and the buyer undertakes to consult an expert in the field for, among other things, the selection and sizing of the equipment and its installation and commissioning.

**2.3.** The buyer must not modify the markings affixed on the equipment or packaging, add any other marking, or use the Vendor's markings, names, or trademarks in any way not expressly authorised.

## ARTICLE 3 - ORDERS AND QUOTES

**3.1.** Orders are firm. Once accepted, the order or quotation may only be modified or cancelled by the buyer with the Vendor's prior express consent. The buyer shall be liable for any order cancellation, even partial, and the Vendor shall be entitled to compensation in the form of a penalty set in the amount of the cancelled order, without prejudice to all other damages.

**3.2.** Any acceptance of an order or quotation must be written. Sales are final only after the express acceptance materialized by the Vendor's issue of an acknowledgement of receipt of the buyer's order. The Vendor reserves the right to accept or reject any order within a maximum of five business days from its receipt.

**3.3.** The buyer must check the acknowledgement of receipt of the order and report any error or omission to the Vendor within a maximum period of 48 hours from its receipt. Beyond this period, the order becomes final for the buyer. If a buyer places an order with the Vendor, without having paid for its previous order(s), the Vendor may refuse to honor the order and deliver the equipment in question, without the buyer being able to claim any compensation for any reason whatsoever.

**3.4.** The Vendor reserves the right, even after partial fulfilment of an order, to require guarantees or to cancel the order(s) or balances of orders in progress in the name of the buyer, without any compensation any kind, in the following cases: deterioration of the buyer's credit, failure to file documents and instruments with the registry of the commercial court, downgrading of the buyer's rating by the Vendor's credit department, refusal of a credit insurer or a factor to cover the amount of the sale, change or modification in the financial or legal capacity of the buyer, registrations or liens on the buyer's business or in general, in case of a change in the buyer's situation.

## ARTICLE 4 - DELIVERY AND TRANSPORT

**4.1.** Unless there are provisions or an agreement to the contrary, the transport/delivery costs are borne by the purchaser. The reference incoterms are FCA vendor's warehouse or by EXW manufacturing plants.

**4.2.** The delivery lead times are given for information purposes only. In no case may exceeding the lead times justify the cancellation of the order or the awarding of damages. However, if the equipment still has not been delivered two months after a formal notice has remained unsuccessful, for any other cause other than force majeure (as defined in article 6.2), the order may then be cancelled at the request of either party; the buyer may obtain a refund of its advance payment to the exclusion of any other compensation or damages.

**4.3.** In accordance with Article 133-3 of the French commercial code, any delivered equipment that was not the subject of reservations by registered letter with acknowledgement of receipt within three days following the date of such receipt (not including holidays) to the

transporter, a copy of which shall be simultaneously sent to the Vendor, shall be considered accepted by the buyer.

## ARTICLE 5 - RECEIPT AND RETURN OF EQUIPMENT

**5.1.** Complaints about apparent defects or the non-conformity of the delivered equipment must be expressed in detail on the delivery slip and by registered letter with acknowledgement of receipt and sent to the Vendor's registered office within 72 hours following the delivery. Beyond this period, the received equipment shall be considered conforming to the order. It shall be up to the buyer to provide, with its complaint, any justification as to the reality of the noted defects or anomalies. The buyer shall give the Vendor every opportunity to investigate such defects and find a solution.

**5.2.** In any case, the buyer may not return the equipment without authorization from the Vendor. The Vendor shall be responsible for the costs and risks of the return solely in the event that an apparent defect or missing items are actually noted by it or its representative. If a claim proves justified, the return shall be the subject of an exchange or a credit memo, at the Vendor's choice, without the ability to demand any compensation or damages in any capacity whatsoever. Any return of equipment previously accepted due to the buyer, including but not limited to an order error or incorrect information communicated for a calculation or an order made by the buyer, will result in a discount to be defined according to the condition and/or antiquated or possible obsolescence of the returned product. T

## ARTICLE 6 - WARRANTY - LIMITATION OF LIABILITY

**6.1.** The beneficiary of the Warranty (hereinafter referred to as the "Beneficiary") means the user of the product. Thus, it can be the Buyer if the latter is the user. It may also be the third party to whom the Buyer will resell the products, if the latter acts as a buyer-reseller. Only beneficiaries as described above are eligible for the Guarantee.

**6.2.** The contractual guarantee only applies if the buyer is completely up to date with its payment obligations.

**6.3.** The warranty does not apply to: (i) if the defect is caused by spare parts supplied by the purchaser or a design imposed by the purchaser; (ii) in the event of failures caused by the purchaser, the beneficiary or by third parties, in particular due to incorrect assembly or commissioning, combination with inappropriate components, or incorrect operation or use; (iii) used parts, consumable parts and equipments, corrosion and abrasion due to conditions of use contrary to Seller's specifications or non-intended use of the equipment that has not been brought to Seller's attention; (iv) if the equipment is not used in accordance with its intended purpose, and/or the rules of the trade and the Seller's specifications; (v) in the event of non-compliance with Seller's installation and commissioning instructions; (vi) if the equipment has not been installed in a proper manner by a confirmed professional installer who is qualified to handle the electrical components in accordance with applicable local standards; (vii) electronic devices (such as inverters, charge controllers, monitoring and measurement systems, batteries, circuit breakers, fuses), and cold room insulation elements (sandwich panels, cold room door, cold room floor) of other brands other than those of the Seller. Please refer to the warranties of the manufacturer of these equipments. (viii) in the event of damage occurring during the handling of the equipment after delivery; (iv) in the event of misuse, abuse, neglect, accident, or wear and tear related to the installation environment; (x) in the event of discoloration caused by prolonged exposure to mold or similar external effects; (xi) in the event of any cosmetic deterioration in the appearance of the equipment (including, but not limited to, scratches, stains, mechanical wear, rust or mildew) or any other alteration after delivery to the recipient, which shall not be considered a failure under the Product Warranty; (xii) for direct contact with corrosive agents or salt water, damage caused by pests; (xiii) in the event of alteration, erasure, removal or illegibility of the manufacturer's plate or serial number of the equipment concerned; (xiv) for any use that infringes Seller's or any third party's intellectual property rights (e.g., patents, trademarks); (xv) any resale of equipment from the country of initial marketing to another country without the prior consent of the Seller, except for sales between Member States of the European Union, where such consent is not required. Consent must be provided in writing and signed by an authorized representative of Seller; (xvi) for any incident resulting from a case of force majeure as defined below: In addition to those usually retained by the case law of the French courts, the following are considered to be cases of major premise: strikes, lockouts, attacks, bad weather, epidemics, blockages of means of transport and supplies, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, disruptions in telecommunications including the telecom operators' switched network and any other case beyond the control of the parties, preventing the normal performance of this contract. Seller will immediately notify the buyer of the events listed above.

**6.4.** The finished products are guaranteed against any defect in equipment or manufacturing for a period of 24 months from the date of purchase by the beneficiary with a maximum of 30 months after the date of the Seller's invoice, unless specific warranty conditions are granted on certain ranges of equipment by the Seller. Interventions under the contractual guarantee cannot have the effect of extending the duration of the contract. AirSolar Solutions photovoltaic modules are covered for a period of 15 to 25 years depending on the model and geographic area in accordance with the provisions of the Seller's limited warranty on these products available upon written request to the Seller.

**6.5.** Under the contractual warranty or the warranty against latent defects, the Seller's only obligation will be to provide the spare part(s) necessary for the repair of the product or the replacement of defective equipment. The reference incoterms will be, at its option, the FCA Seller's warehouse or the EXW manufacturing facilities, or the Seller will purchase on behalf of the Buyer equipment from a distributor that operates in the country of use of the finished product covered



by the warranty. Any equipment that is to benefit from the warranty must first be submitted to the Seller's after-sales service, whose agreement is essential for any replacement. Any travel, labor and handling costs for the replacement of parts under warranty as well as transportation costs and consumables remain the responsibility of the buyer.

**6.6.** In any case and regardless of the problem encountered, no damages will be due for operating losses, direct or indirect material or immaterial damage, whether consequential or not.

#### ARTICLE 7 - SPARE PARTS

**7.1.** The supply of spare parts essential to the use of the Seller's equipment (excluding batteries) is ensured for a period of 10 years from the date of manufacture of the latter.

**7.2.** Spare parts marketed by the Seller benefit from a 6-month warranty from their date of delivery, provided that they are installed in accordance with the standards in force and their conditions of use. For warranty purposes, parts must be returned in accordance with the procedure described in Section 5.

#### ARTICLE 8 - PRICES - TARIFS - PRICE REDUCTIONS

**8.1.** Unless there are provisions or an agreement to the contrary, prices are set in euros net of tax and FCA vendor's warehouse for sales from the seller's stock, or EXW from manufacturing plants.

**8.2.** Equipment is sold on the basis of the Vendor's tariffs in force as at the date when each order is placed, or as at the date of issue of each quotation, subject to a delivery occurring no later than the end of the fifth calendar month following that date. Beyond that period, any price change before delivery shall be automatically applicable.

**8.3.** No discount shall be applied by the Vendor for cash payment or for payment earlier than the period indicated in these general terms and conditions of sale or on the invoice issued by the Vendor.

**8.4.** Unless otherwise agreed, the Vendor may grant the buyer discounts on the prices in force, including in the form of premiums, at the time when the order is placed, depending on the turnover excluding taxes generated annually or over a given period, and/or the quantity/nature of the purchased finished products and/or services possibly rendered by the buyer. These discounts may be fixed and/or gradual and may vary according to the categories of buyers.

**8.5.** If one of the criteria for application of these price reductions or any one of the clauses of these terms and conditions of sale is not met, the elimination of the benefit of such price reductions shall be immediately retroactive over the entire year in question. Consequently, if price reductions have already been applied by the Vendor during the year in question

#### ARTICLE 9 - PAYMENT TERMS AND CONDITIONS

**9.1.** For any company based outside France, invoices shall be payable according to the payment period negotiated and agreed by the Vendor. For all French companies, invoices are payable within a maximum period of 45 days, end of month, or 60 days from the invoice issue date. For summarised invoices issued at the end of the month, the period must not exceed 45 days from the invoice issue date (Article L. 441-6 of the Code of Commerce).

**9.2.** The Vendor reserves the right to require one or more advance payments when the order is placed and/or before shipment. Any commercial paper (bill of exchange or promissory note) presented for acceptance must be returned within eight clear days of its receipt by the buyer.

**9.3.** In accordance with Articles L. 441-3, L. 441-6, and D. 441-5 of the French commercial code, any payment delay automatically results in, in addition to late payment penalties at a rate equal to three times the statutory interest rate (i.e., 0.77% in the second half of 2022 updated each half-year period by the Minister of the Economy, with the understanding that this rate shall apply to the amount of the invoice including all taxes), an obligation for the debtor to pay 40 euros in recovery charges if the invoice has not been settled on the day following the payment date appearing on the invoice. In addition, in case of a late payment or a partial payment, (i) the Vendor may suspend all current and/or future orders; (ii) 48 hours after a formal notice has remained unsuccessful, the sale shall be automatically terminated, if so desired by the Vendor, which may bring action for summary proceedings for the return of the equipment, without prejudice to any other action and/or damages. The buyer must reimburse all costs caused by the non-payment (including return costs on unpaid debts) and the recovery of sums due, including fees of ministerial officers and/or recovery companies.

**9.4.** In no case may payments be suspended or offset without the Vendor's prior written approval. Any partial payment shall first be applied to the non-preferential part of the debt, then on the amounts with the earliest due date.

#### ARTICLE 10 - RETENTION OF TITLE AND TRANSFER OF RISK

**10.1.** The transfer of ownership of the equipment is subject to the full payment of the price by the buyer. The buyer undertakes to maintain the equipment in good condition and insure it against all risks, for which the buyer shall be fully responsible in all cases, as from their delivery. In order to permit any action for recovery by the Vendor, the buyer must ensure that the equipment can be individually identified.

**10.2.** The Vendor may recover its equipment regardless of whose possession it is in, in case of non-payment of the price by the buyer or insolvency concerning it, even when such equipment has been handed over to a third party. If the equipment resold, the buyer must notify the new buyer of the existence of the retention of title clause.

#### ARTICLE 11 - LOCAL STANDARDS AND COMPLIANCE

**11.1.** Any entry of goods into a third country is the sole responsibility of the importer. In this sense, the buyer is solely responsible for ensuring the conformity of the products he imports. Airwell cannot

be held liable if the products present a local non-conformity when entering the territory of "destination" (release for consumption). The buyer must first communicate all the documents necessary for the conformity of the products imported into the territory of "destination" (release for consumption). Airwell strongly recommends that an inspection be carried out before the goods are released, at the expense of the customer (buyer), to ensure the conformity of the imported products. After research and analysis, Airwell reserves the right to refuse the order or change the pricing.

**11.2.** As a condition of sale, the buyer, by placing an order with GROUPE AIRWELL SA for products and/or technology and/or services provided by GROUPE AIRWELL SA, certifies all of the following provisions:

**1.** Neither Buyer nor any of Buyer's shareholders are designated entities on the Specially Designated National List (SDN List), or other similar sanctions lists maintained by the applicable jurisdiction. Buyer further warrants that it and its affiliates will not engage in prohibited transactions with parties on this list.

**2.** Buyer shall not sell, export, re-export, transfer, or divert the Product(s) and/or technology and/or service(s) directly or indirectly to any use, location, or user in violation of applicable export control and sanctions laws, including but not limited to U.S. Export Administration Regulations (EAR) and U.S. sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC).

**3.** The buyer declares that it and/or any of its shareholders or customers are not, nor are they part of entities participating in any way in money laundering, terrorist financing, trafficking in arms or war equipment, drug trafficking, trafficking in persons or any other crime provided for by French law, local law or the Rome Statute of the International Criminal Court.

**4.** The buyer shall indemnify and hold GROUPE AIRWELL SA harmless from any damages, costs, fines, penalties and other expenses resulting from the failure of the buyer or any of its shareholders to comply with the aforementioned provisions.

#### ARTICLE 12 - ATTRIBUTION OF JURISDICTION - APPLICABLE LAW

These general terms and conditions of sale are subject to French law. Any dispute shall be under the exclusive jurisdiction of the COURT DE COMMERCE DE VERSAILLES, even in the event of summary proceedings, incidental claims or multiple defendants or third party claims.

#### ARTICLE 13 - INTELLECTUAL PROPERTY

**13.1.** The buyer is authorized, on a precarious basis, to use the trademark, trade name, sign, graphic elements and other distinctive signs concerning the Seller's equipment for the sole purpose of allowing their identification and promotion and in the exclusive interest of the Seller. This right of use does not confer any ownership rights on the buyer. The buyer undertakes not to register and not to be the owner of trademarks, models, domain names, patents, signs, trade names, product references and other distinctive signs belonging to the Seller (or of which it has the use) or which could lead to confusion with its own.

**13.2.** With regard to the Vendor's graphic elements, such as logos or photographs, the buyer undertakes to use and reproduce them only and reproduce them only in strict compliance with the quality of the image and the format of the original graphic elements. The buyer shall not modify them or use them in such a way as to degrade the brand image of the Vendor or those image of the Vendor or of his equipment. Buyer's right to use Seller's trademarks, trade names or other distinctive signs shall cease immediately when business relations with Seller cease for any reason. Similarly, the buyer's failure to comply with the terms of use described in this article may result in the termination of this right of use at any time by simple mail.

**13.3.** The buyer's right to use the Vendor's trademarks, trade names or other distinctive signs shall cease immediately when the business relationship with the Vendor ceases for any reason whatsoever. The same applies to non-compliance by the buyer with the conditions of use described in this article may result in the termination of this right of use at any time by of use at any time by simple letter.

#### ARTICLE 14 - PROTECTION OF PERSONAL DATA

**14.1.** Any order for equipment implies the processing, by the Vendor, of personal data within the meaning of European Regulation 2016/679 of 27 April 2016 and Law No. 78-17 of 6 January 1978 relating to data processing, files and freedoms in its current version (hereinafter collectively the "Applicable Laws"), which relate to the buyer and/or the natural person, representative of the buyer, who places the order in the name and on behalf of the buyer. The Seller declares to comply with the Applicable Laws and, in particular, to implement the principles of personal data protection, namely, in particular, the principles of lawfulness, proportionality, transparency and data minimization enacted by the Applicable Laws.

**14.2.** The Vendor declares that it complies with the Applicable Laws and, in particular, implements the principles of personal data protection, notably the principles of lawfulness, proportionality, transparency and data minimization as set forth in the Applicable Laws.

**14.3.** The manner in which such data is collected and processed by the Vendor, as well as a description of the buyer's rights with respect to such data, are set out in the privacy policy adopted by the Vendor and available on its website at the URL <https://www.airwell.com/en/privacy-policy/>.

**14.4.** The Seller's privacy policy is an integral part of these general terms and conditions of sale.

THESE TERMS AND CONDITIONS CAN BE SENT TO YOU IMMEDIATELY IN LARGE PRINT UPON REQUEST. AS THESE TERMS AND CONDITIONS ARE ESSENTIAL TO THE SELLER'S COMMITMENT, WE INVITE YOU TO CONTACT US IF YOU ARE NOT SATISFIED WITH THEIR READABILITY.





## **YOUR AFTER-SALES, TECHNICAL SUPPORT, ORDER SPARE PARTS CONTACT**

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