

South Africa Notsi 475 MW PV Project
Framework Cooperation Agreement for Supply of Ready-Mixed
Concrete

Agreement No.: _____

Place of Signing: _____

Date of Signing: 13 June 2026

Party A (General Contractor)

Name of Entity: CNWE ENERGY (PTY) LTD_

Unified Social Credit Code / Registration No.: _____

Address: 2Maude Street, The Forum, Sandton, Gauteng, 2196, South Africa

Contact Number: _____

Authorized Representative: Huang Feiqiang

Party B (Concrete Supplier & Batching Plant Operator)

Name of Entity: Boldpal Trading (PTY) LTD

Overseas Registration No.: 2022/515023/07

Address: 1st Floor, Dainfern Square, Cnr William Nicol & Broadachres Ave, Johannesburg

Contact Number: 0732455166

Authorized Representative: Cesar Shen

Whereas Party A needs to advance the construction of the South Africa NOTSI 475 MW Photovoltaic Project, and both parties have reached a framework cooperation intent regarding the supply of ready-mixed concrete, construction and operation of the concrete batching plant for the Project. To clarify the cooperation principles, rights and obligations, implementation standards and relevant requirements of both parties, this Framework Agreement is hereby concluded on the principle of equality, voluntariness and clear division of rights and obligations for joint compliance.

Article 1 Cooperation Principles and Definition of Cooperation Parties

1.1 This is a pure framework cooperation agreement. Party A (CNWE) shall only establish a framework cooperative relationship with Party B (Boldpal Trading (Pty) Ltd). The construction of the batching plant by Party B is a voluntary act. Party A shall not directly participate in the concrete supply and settlement, on-site operation, plant construction and all on-site implementation work, and shall assume no performance liability, economic liability or legal liability arising from the concrete supply and batching plant operation under this Project.



1.2 Core cooperation content: Party B shall fully invest in, construct and operate the ready-mixed concrete batching plant, which shall exclusively provide ready-mixed concrete supply services for this Project as well as other construction subcontractors and concrete purchasers of the Project. Party A shall only designate all subcontractors of the Project to procure concrete from Party B uniformly (For contracts of fencing, Grid Side / Grid Connection Side facilities, road works and other projects where tendering has been completed, their subcontractors shall not be subject to mandatory procurement requirements and shall be independently negotiated and appointed by Party B) . Party A makes no commitment to the minimum procurement volume, and shall not participate in the operation, production, management and external liaison work of Party B.

1.3 All works concerning the construction of the batching plant, on-site production and operation, equipment deployment, staffing, site coordination, road construction, compliance approval, environmental protection and safety operation and maintenance shall be independently implemented by Party B. All human, material and financial resources shall be provided by Party B at its own expense. Party B shall independently bear all performance liabilities, operational risks and all derivative liabilities hereunder.

Article 2 Compliance Standards and Territorial Liabilities

2.1 All works including the construction of the batching plant, production activities, safety management, environmental protection treatment, waste disposal and on-site operation shall be implemented in strict accordance with the 2014 General Code for Occupational Health and Safety of South Africa, all prevailing laws and regulations, local policies, community agreements and project management standards of South Africa. Party B shall independently complete all compliance approval, filing, inspection and acceptance procedures to ensure the whole process of plant construction and operation is legal and compliant.

2.2 Territorial liaison liabilities: Party B shall be fully responsible for all liaison, communication, coordination, filing and rectification work with local competent government departments, communities and land owners at the project location. All fines, rectification costs, shutdown losses, dispute compensation and legal liabilities arising from inadequate local liaison, violation of community agreements, non-compliance with South African laws and regulations or failure to complete compliance approval shall be borne solely by Party B, and Party A shall not be held jointly and severally liable.

2.3 Party B shall independently liaise with and implement all special additional requirements put forward by land owners. All relevant expenses, rectification costs and operation and maintenance costs shall be included in Party B's production and operation costs and borne fully by Party B.

Article 3 Rights and Liabilities for Site, Roads and Site Access

3.1 Plant site selection: Party A shall only coordinate with the project owner to assist Party B in selecting plant locations that meet the owner's standards, with no mandatory restriction within a 1-kilometer radius. The sorting out of all site documents, approval and filing, negotiation for site leasing and all leasing expenses shall be handled and borne by Party B independently.

3.2 Rights and liabilities for road construction: Party A shall open up the access road from the project fence to the photovoltaic plant area. All road construction, maintenance, compliance rectification works as well as all relevant expenses and safety liabilities for the roads connecting the batching plant and the project fence shall be undertaken fully by Party B. Party B shall ensure the roads satisfy the requirements for concrete transportation, construction machinery passage and local traffic compliance in South Africa.

3.3 Site access rights: The "unimpeded site access conditions" stipulated herein refer to the access rights of Party B on the premise of full compliance with prevailing South African laws and regulations, community agreements and project access control requirements. If Party B is unable to enter the site or encounters access obstruction due to incomplete qualifications, non-compliance or failure to meet local and project access requirements, all resulting construction period delays, economic losses and liabilities for breach of contract shall be borne by Party B.

3.4 Machinery access: All construction, production and transportation machinery of Party B shall enter the site at the designated points of Party A and strictly abide by the project access control regulations.

Article 4 Rights and Liabilities for Construction Supporting Resources

4.1 Construction water: Party A shall only provide free access to the project water source, and shall not be responsible for water quality inspection, purification, transportation or guarantee of water quality compliance. All works including water quality inspection, water purification, water source transportation and water storage supporting facilities for concrete mixing, as well as relevant expenses, quality problems, rework losses and compliance penalties caused by substandard water quality shall be borne by Party B.

4.2 Security management: Party B shall be fully responsible for security duty, site safety protection, material custody, safety patrol and hidden danger prevention across the entire batching plant, and bear all safety risks and loss liabilities related to plant security.

Article 5 Production Capacity and Equipment Configuration Requirements

5.1 The production capacity of the mixing plant constructed by Party B shall fully meet the concrete demand of the project and ensure continuous and stable concrete supply at the construction site, If Party B fails to meet the on-site supply requirements, Party A or other subcontractors shall have the right to purchase concrete from third parties.

5.2 Supporting equipment such as concrete mixer trucks and concrete pump trucks deployed by Party B shall meet the actual on-site construction demands. Party A may require adjustment of equipment quantity according to the construction progress and concrete pouring volume of the Project, and Party B shall adjust the number of equipment in a timely manner as required. All relevant expenses and operation and maintenance liabilities shall be borne by Party B.

Article 6 Types and Unit Prices of Concrete

6.1 The tax-exclusive unit prices of various grades of ready-mixed concrete for this Project are specified as follows:



(1) Concrete of 20MPa: Tax-exclusive unit price of 2,500 Rand per cubic meter. This price fully covers the usage fees of supporting machinery including concrete mixer trucks and pump trucks, as well as all costs for delivering concrete to designated construction points on-site and completing pumping placement.

(2) Concrete of 25MPa: Tax-exclusive unit price of 2,530 Rand per cubic meter. This price fully covers the usage fees of supporting machinery including concrete mixer trucks and pump trucks, as well as all costs for delivering concrete to designated construction points on-site and completing pumping placement.

(3) Concrete of 30MPa: Tax-exclusive unit price of 2,550 Rand per cubic meter. This price fully covers the usage fees of supporting machinery including concrete mixer trucks and pump trucks, as well as all costs for delivering concrete to designated construction points on-site and completing pumping placement.

6.2 Technical Requirements

Strength Grade: C30 concrete shall be adopted uniformly across the entire project area.

Water-cement Ratio Limit: Maximum water-cement ratio of 0.55.

Cement Requirements: Sulphate-resistant cement or composite cement (CEM III, CEM V) must be used.

Cement Consumption:

Zone A/B/C: Minimum cement consumption of 320kg/m³

Zone D: Minimum cement consumption of 300kg/m³

Environmental Classification: In accordance with EN 206-1:2013, Zone A/B/C is classified as XA2 and Zone D as XA1 (chemical aggressive environment).

Article 7 Payment Settlement and Cooperation Mode

7.1 This is merely a framework cooperation agreement. No payment transactions or settlement obligations shall arise between Party A and Party B.

7.2 All concrete subcontractors and purchasers of the Project shall sign separate concrete supply and sales contracts with Party B independently. All commercial terms including order placement, supply, reconciliation, settlement, payment and prepayment rules shall be negotiated, determined and performed by Party B and purchasers on their own. Party A will not participate in or interfere with the aforesaid matters, and shall assume no liabilities arising from settlement disputes or payment default.

Article 8 Waste Disposal and Environmental Protection Liabilities

8.1 All production waste and plant garbage of Party B are strictly prohibited from being stacked within the red line of the photovoltaic plant area. Party B shall independently select compliant sites outside the project red line for stacking and disposing all wastes.

8.2 The whole process of waste classification, removal and disposal shall strictly comply with South African environmental protection laws and regulations as well as the environmental protection control requirements of this Project. All environmental penalties, rectification costs, project

notification losses and third-party claims arising from illegal stacking or improper disposal of wastes shall be fully borne by Party B.

Article 9 Overall Liability Undertaking and Risk Assumption

9.1 Party B undertakes that all works including batching plant construction, equipment installation, production and operation, material transportation, on-site construction, safety management, environmental protection compliance, local liaison, road operation and maintenance, and waste disposal shall be independently completed by Party B. All risks, liabilities, expenses and losses shall be fully undertaken by Party B.

9.2 Any personal safety accidents, property losses, project breach of contract, government penalties, community disputes, third-party claims and other issues caused by substandard plant construction, illegal operation, equipment failure, personnel operational errors, inadequate local coordination, road passage problems, illegal waste disposal, substandard water quality, construction period delays, quality defects and other reasons attributable to Party B shall result in all economic compensation and legal liabilities being borne solely by Party B, with Party A held harmless.

9.3 If Party B fails to complete plant construction, operation and compliance work in accordance with South African laws and regulations as well as the stipulations and project standards herein, all adverse consequences shall be borne by Party B. Party A has the right to terminate this framework cooperation without assuming any liabilities for breach of contract.

Article 10 Effectiveness and Amendment of the Agreement

10.1 Conditions for Effectiveness: This Agreement shall take effect upon the signature of the legal representative or authorized representative of both parties and the affixation of the official seal (or contract special seal) of each party.

10.2 Term of Validity: This Framework Agreement shall remain valid from the effective date until the overall completion of the South Africa NOTSI Project, the demolition of the on-site batching plant and the settlement of all follow-up matters.

10.3 This Agreement is a guiding cooperation document, which only specifies the cooperation principles, rights and obligations, standards and management requirements. The specific details of supply and performance shall be stipulated in separate formal supply and sales contracts signed between Party B and each concrete purchaser.

10.4 Any matters not covered herein may be supplemented by supplementary agreements signed by both parties. Supplementary agreements shall have the same legal effect as this Framework Agreement.

10.5 Any dispute arising from the performance of this Agreement shall be settled through friendly negotiation between the two parties as a priority. If negotiation fails, the dispute shall be handled in accordance with the applicable local rules and agreements of the Project.

10.6 This Agreement is made in four counterparts, with Party A holding two copies and Party B holding two copies, all of which shall have equal legal effect.

Party A (General Contractor)

(Seal) Legal Representative / Authorized Representative (Signature):



Date: 2026 / 06 / 13

Party B (Concrete Supplier & Batching Plant Operator)

(Seal) Legal Representative / Authorized Representative (Signature):



Date: 2026 / 06 / 13

