

I. INCORPORATION

(1) The General Standard Terms and Conditions for Purchase hereinafter (General Conditions of Purchase) shall extend when incorporated to all preliminary contractual and contractual relations between Solibro GmbH (as the orderer) and the supplier for the orderer purchasing goods, contracts for work and work performance contracts on moveable things. They shall also apply to future preliminary contractual and contractual relations without being particularly incorporated. The General Conditions of Purchase shall not extend to legal relationships other than those designated in Sentence 1 between the orderer and the supplier.

(2) The supplier's General Standard Terms and Conditions shall not be incorporated. Incorporating its General Terms and Conditions by commercial letter of confirmation shall be ruled out.

(3) Any departures from said General Conditions of Purchase shall only be operative if the orderer confirms them in writing.

II. OFFERS AND CONCLUDING CONTRACTS

(1) The supplier's offers shall be submitted to the orderer in written form. The orderer shall be entitled to provide more detailed specifications for submitting offers, in particular specifying forms in printed or electronic form and modifying them ex aequo et bono.

(2) The performance offered shall be comprehensively designated in the offer. If the offer refers to other documents, they shall only become a component of the contract hereto if they were sent to the client when submitting the offer. If the supplier's offer is based on an enquiry of the orderer, the supplier has to point out departures from the enquiry in the offer so that the orderer can recognise them easily without further effort.

(3) Any offer from the supplier shall be binding for the period of four weeks after the orderer receives it in the absence of anything else from it. Any offer of the supplier shall be subject to change without notice unless it expressly states commitment for a particular period.

(4) Submitting an offer and the orderer accepting an offer of the supplier shall be in written form by two authorised representatives. Any contract not concluded under the prerequisites of Sentence 1 shall only be operative if the orderer confirms it in written form. Subsidiary agreements, agreements on modifications to a contract and suspending a contract shall only be operative if they were confirmed by the orderer in written form.

(5) In the absence of any other express agreement, the orderer shall not remunerate preliminary estimates of costs and other expenditures for preparing to conclude a contract. The provisions of Paragraph 4 shall extend to any such agreement.

III. PRICES AND CONDITIONS OF PAYMENT

(1) In the absence of any other express agreement, the prices agreed to are fixed prices and they also include the costs for freight and shipping. If the purchase price is subject to VAT, the purchase price shall include VAT if it is not separately reported.

(2) In the absence of any differing agreement, the remuneration that the supplier is entitled to shall be due for payment 30 days after the complete and contractual effecting of the performance and receipt of a proper invoice. If the orderer pays the remuneration that the supplier is entitled to within two weeks, it shall be entitled to a cash discount of two percent. Interest after due date shall not be owed.

(3) In the event of a transfer, any payment shall be effected in due time if the orderer's bank in charge of its account receives a payment order at the due date.

(4) If the remuneration that the supplier is entitled to is subject to VAT and if the supplier has not issued an invoice meeting the requirements of Section 14, Paragraph 4 of Umsatzsteuergesetz (the German Turnover Tax Law) at the due date of said remuneration, the orderer shall be entitled to retain the share of VAT going to the invoice sum until the invoice is issued. Asserting further claims shall remain unaffected.

IV. DELIVERIES

(1) The agreed delivery dates and delivery periods shall be binding. In the absence of any other agreements, they shall be two weeks after concluding the contract. The supplier has to notify the orderer immediately in an appropriate fashion if non-compliance with a delivery date or delivery period is foreseeable or immanent.

(2) In the absence of any other agreements, the place of performance shall also be the orderer's headquarters if the supplier sends the goods to the orderer. The supplier shall pay the costs of shipment in the absence of any differing agreement with the orderer.

(3) If the place of performance is the orderer's headquarters, delivery shall only be provided in due time if the thing sold was handed over at the orderer's headquarters at the due date. If the place of performance is the supplier's headquarters, delivery shall be in due time if the supplier has prepared the thing sold and ready for shipment to be picked up in packaging suitable for transport at the due date.

(4) If the supplier owes not only the delivery of the thing sold, but also its assembly or set up (purchase with assembly obligation), it shall bear the costs in the absence of any other agreements with the orderer. The danger of loss by accident and deterioration by accident shall pass onto the orderer with a purchase including an assembly obligation when the thing assembled or set up has been handed over or after official acceptance if official acceptance is agreed.

(5) A delivery note shall be attached to every delivery that has to indicate the point in time of shipping, the goods delivered giving the designation, the article number, number of pieces and the order number of the orderer.

(6) If the supplier comes into delay of longer than one week with the delivery of goods, it shall incur a contractual penalty. This shall be one percent of the purchase price including the VAT allotted to it for each week when said delay continues that shall be paid for the non-delivered goods, however no more than five percent of said purchase price. Said contractual penalty shall also be owed along with performance even if the orderer accepts the goods without reserving itself the right to payment of the contractual penalty. Said contractual penalty cannot be demanded anymore if the orderer has not declared said reservation any later than the point in time of paying the purchase price.

(7) If the orderer has a claim to compensation for damage against the supplier instead of performance, it can demand as such a lump-sum 15 percent of the purchase price owed. The supplier shall be permitted to prove that no loss or impairment in value has been accrued or that it is substantially less than the agreed lump-sum.

V. RESERVATIONS OF TITLE

(1) These General Conditions of Purchase shall not impair any declaration of the supplier to reserve the ownership to the goods sold until the payment of the purchase price. The supplier's declarations whose subject matter is providing any security going beyond this shall be inoperative. In particular, the supplier shall not be entitled to have the sold goods serve as collateral for other demands than the purchase price allotted to it. Furthermore, the supplier's declarations shall be inoperative according to which the orderer processes, mixes or connects the goods for the supplier or anyone else.

(2) The orderer shall acquire a lien to all things delivered for securing all claims from the business relationship with the supplier until ownership is provided. The regulations of Sections 368-372 of Handelsgesetzbuch (German Commercial Code) shall remain unaffected.

(3) If the supplier has provided ownership to the goods sold under restrictions only in contrast to any agreement made with the orderer (reservation of title in violation of the contract), the orderer shall acquire said ownership with said restrictions. The claim to providing ownership and asserting other claims shall remain unaffected.

VI. THINGS PROVIDED BY THE CUSTOMER

(1) Things provided by the orderer, in particular materials, containers, parts and packaging, shall remain its property. The supplier may only use these things on the instructions of the orderer.

(2) If said things are processed, mixed or connected, this shall be done for the orderer. The orderer shall acquire the co-ownership to the new thing at the proportion that arises from the ratio of the value of the thing provided to the overall value of the new thing

VII. WARRANTY

(1) Circumstances resulting from the product descriptions of the supplier, the manufacturer or the importer as well as labels on the properties of the goods that were made during contract negotiations shall also be a part of the agreed quality as defined by Section 434, Paragraph 1, Sentence 1 of Bürgerliches Gesetzbuch (German Civil Code). Beyond this, the goods shall only have the agreed quality if they are current state-of-the-art at the point in time of concluding the contract. Furthermore, the fact that the orderer has been handed out the manuals, operating and assembly instructions, data sheets and similar documents intended for contractual usage shall also be a part of the agreed quality. Declarations of the supplier through which the regulations of Section 434, Paragraph 1, Sentence 3 Bürgerliches Gesetzbuch (German Civil Code) are supposed to be deviated from at the orderer's detriment shall not become a component of the contract. The warran-

ty claims that the orderer is entitled to shall not be restricted by the fact that the defect remains unknown to it due to negligence or gross negligence; the regulations of Section 442, Paragraph 1, Sentence 2 of Bürgerliches Gesetzbuch (German Civil Code) shall not be applied.

(2) The supplier has to provide the sold goods to it free of the rights of third parties and ensure that third parties do not assert any rights to the goods sold.

(3) The orderer has to examine the goods pursuant to the specifications of Section 377, Paragraph 1 of Handelsgesetzbuch (German Commercial Code), although in the meantime this incumbency has been restricted to obvious defects (such as damage from transport or incorrect or lower deliveries depending upon the statements in the delivery notes) and random samples. The examination and notification of any defect discovered shall be without delay in normal cases if it is made within three working days. Notification can also be made verbally.

(4) Subsequent performance shall also include expenditures for removing the defective thing and installing the thing that is free from defects. The orderer shall be entitled at its choice to remove and install it itself and demand reimbursement for the expenditures needed from the supplier. The supplier also has to pay the costs designated in Sentence 1 and in Section 439, Paragraph 2 of Bürgerliches Gesetzbuch (German Civil Code) if the goods are free from defects, but the occurrence of a defect is not improbable considering the circumstances.

(5) If the supplier does not comply with a request of the orderer for subsequent performance within an appropriate time limit determined by the orderer, it can carry out subsequent performance itself notwithstanding other claims and demand reimbursement of the expenditures needed from the supplier. The orderer can demand an appropriate advance payment due to this claim. It shall not require the determination of a time limit if the prerequisites of Section 440 of Bürgerliches Gesetzbuch (German Civil Code) have been met. Subsequent performance as defined by Section 440, Sentence 1 of Bürgerliches Gesetzbuch (German Civil Code) shall also be unreasonable for the orderer if the factory's safety is endangered due to the defect and before the expiration of a time limit for subsequent performance to be otherwise determined or not insignificant impairments of production processes or damage is imminent to a substantial extent.

VIII. LIMITATION OF ACTIONS ON WARRANTY CLAIMS

(1) The orderer's claims designated in Section 437, Numbers 1 and 3 of Bürgerliches Gesetzbuch (German Civil Code) from a defect shall be statute-barred in seven years, and otherwise in three years with a structure and with a thing that was used for a structure in accordance with its usual usage and that caused its defectiveness. If official acceptance has been agreed for a thing sold, the limitation of actions shall commence with official acceptance. Otherwise, the regulations of Section 438 of Bürgerliches Gesetzbuch (German Civil Code) shall apply.

(2) If the supplier supplies a thing free from defects for the purpose of subsequent performance, the limitation of actions shall commence again when said thing is delivered unless the supplier does not expressly effect said performance for the purpose of the complying with the claim to subsequent performance and there is no claim such as this. Otherwise, the limitation of actions shall be inhibited from the receipt of a demand for subsequent performance from the orderer until the supplier completes or refuses subsequent performance.

IX. PRODUCT LIABILITY

(1) If a third party asserts compensation for damage against the orderer due to a thing delivered by the supplier, in particular due to an illegal action or pursuant to the regulations of the Produkthaftungsgesetz (German Product Liability Law), the supplier has to exempt the orderer from said claims to the extent that the third party's claim was caused by the thing delivered. If the prerequisite of the orderer's liability towards the third party is culpable action, there shall only be the claim designated in Sentence 1 if the supplier is guilty of a fault. If the cause of the loss is in the supplier's sphere of influence, it has to prove wherever disputed that that it is not guilty.

(2) The claims designated in Paragraph 1 shall include all expenditures that the orderer may deem necessary considering the circumstances including the costs of out-of-court or court prosecution or legal defence.

(3) The orderer has to notify the supplier in advance in an appropriate fashion with product warnings or call-backs for products where the supplier's things were used and give it the opportunity to collaborate provided that there is no imminent danger. If the product warning or call-back is caused by the supplier's goods, the supplier shall pay the costs incurred by it. Asserting further claims shall remain unaffected.

X. QUALITY ASSURANCE

(1) The supplier has to carry out the performance it is entrusted with with the care of an orderly service provider and as per current state-of-the-art. In particular, the supplier has to comply with the applicable regulations, in particular of environmental protection and job protection including the accident-prevention rules and the regulations on hazardous substances and dangerous freight, official decisions and court rulings, administrative instructions and the technical standards.

(2) If the supplier supplies technical equipment, working implements, plants or plant components, it also has to comply with the regulations of sub item 10.1 of the valid edition of the orderer's technical guideline.

(3) The valid edition of the EC conformity declaration has to be enclosed with machines and the CE label has to be attached pursuant to Article 16 of said guideline.

(4) Operating instructions have to contain safety instructions for operation and maintenance at state-of-the-art. Beyond this, they have to contain a hazard assessment pursuant to Section 5 of Arbeitsschutzgesetz (Industrial Safety Legislation) that the necessary protective measures can be seen from in operation.

XI. COMMERCIAL PROTECTIVE RIGHTS

(1) If the subject matter of the purchase is a right of use and enjoyment to a commercial protective right or if contractual utilisation of the thing sold requires a right of use and enjoyment, the supplier shall concede the rights of use and enjoyment needed for the contractual purpose and transfer them to the orderer. In the absence of any other agreement or if nothing else is dictated by the contractual purpose, the right of use and enjoyment to be conceded or transferred shall be a simple [right] unrestricted in time and space that can be transferred to third parties and it shall constitute the authority to produce reproductions for purposes of safety.

(2) The orderer shall acquire a simple right of use and enjoyment to samples, offer documents, illustrations, drawings, manuals, operating and assembly instructions, data sheets, product descriptions and similar documents of the supplier to the scope designated in Paragraph 1, Sentence 2, even if a purchase agreement does not materialise with the supplier for said goods.

(3) If a third party asserts a claim against the orderer for violating a commercial protective right in connection with goods sold by the supplier, the supplier has to exempt the orderer from said claims at first request. The obligation designated in Sentence 1 shall extend to all expenditures in connection with the third party's claim to the extent that the orderer may look upon them as necessary or expedient considering the circumstances. Otherwise, the orderer can assert the rights that an agent is entitled to against the supplier.

XII. DATA PROTECTION

(1) The supplier may only collect, save, modify or transmit personal data on the orderer pursuant to the specifications of Sections 27 ff. of Bundesdatenschutzgesetz (German Data Protection Act). The supplier may not collect, save or modify personal data for the purpose of transmitting them to third parties.

(2) The supplier has to use suitable contractual precautions to ensure that the specifications of Paragraph 1 are also complied with by its employees, subcontractors and other workers.

XIII. FACTORY REGULATIONS

Employees of the supplier and other persons on behalf of the supplier who enter the orderer's business premises or the Solar Valley Industrial Park shall be subject to the valid edition of the orderer's factory regulations and external company guideline that can be handed out at any time. The orderer can issue said persons instructions with due regard for the house rules and the factory's safety. The supplier shall contractually oblige its employees and other persons to comply with these instructions on its behalf.

XIV. SECURITY

(1) The supplier may not exploit the orderer's business and company secrets that were entrusted to him or that it became aware of through the business relationship or report them to others after ending the business relationship. The same shall also extend to the orderer's know-how and all other facts that are not or have not become public domain.

(2) The supplier may not use the orderer's business and company secrets or know-how including all other information that has not become public domain for any other purposes than performing the existing contracts. Said utilisation right shall expire no later than when the supply relationship ends. The orderer shall remain the owner of the business documents made available. The supplier shall only acquire the rights of use and enjoyment to said documents to the extent that this is

necessary for achieving the contractual purpose. They shall expire no later than when the supply relationship ends. The supplier has to surrender or destroy said business documents at any time and at the orderer's first request at its choice.

(3) The supplier has to set up its business operation so that third parties cannot obtain access to the orderer's business and company secrets or know-how. It has to contractually oblige its workers to secrecy and confidentiality.

XV. EMPLOYING SUBCONTRACTORS

The supplier may only commission other companies with providing contractually owed performance with the orderer's prior permission. Consent shall be given if there is no valid reason contrary to the commission, in particular that the supplier personally provides the essential performance even after commissioning a subcontractor and contractual performance of the services owed does not seem endangered.

XVI. LIMITS TO LIABILITY

(1) The orderer has to answer for every fault or damage from violating essential contractual obligations. Essential contractual obligations are those whose performance is necessary for achieving the contractual purpose and whose compliance the supplier may regularly trust in. The orderer shall only be liable for damage from violating other obligations with intent and gross negligence. The orderer shall also be liable with simple negligence if a legal representative or managing employee of the orderer commits the violation of the obligation.

(2) To the extent that the orderer is liable to the supplier, liability shall be limited to the damage that was predictable for the orderer considering the circumstances.

(3) The aforementioned restrictions shall not apply to liability due to damage from injury to life, limb or health.

XVII. LIMITATIONS TO ASSIGNMENT AND LIMITATIONS TO OFFSETABILITY

1) The supplier shall not be entitled to assign or pledge claims it is entitled to based on this contract to a third party or otherwise dispose of them without the orderer's prior permission.

(2) The supplier can only set off against the orderer's claims or exercise a right of retention if the demand has been determined undisputably or finally and conclusively.

XVIII. VENUE, APPLICABLE LAW

(1) If the supplier is a merchant, public-law legal entity or special public-law fund, the venue shall be Bitterfeld-Wolfen, Germany. The orderer shall also have the right to bring action before the court in whose court district the supplier's headquarters are or, to the extent that the prerequisites of Section 21 of Zivilprozessordnung (German Code of Civil Procedure) are met, where a branch office of the supplier is located.

(2) If the supplier has its headquarters outside of the national territory of the Federal Republic of Germany, German courts shall have jurisdiction for all disputes from purchasing goods or from a contract for work or in connection with purchasing goods or a contract for work. However, the orderer shall have the right to bring action against the supplier before the courts of the country where the supplier has its headquarters. The jurisdiction of all other courts than those designated in Sentences 1 and 2 shall be ruled out. The Berlin Regional Court shall have exclusive jurisdiction for a legal dispute before German courts.

(3) The law of the Federal Republic of Germany shall apply exclusively with the exception of the UN Convention on Contracts on the International Sales of Goods dated April 11, 1980.