

I. INCORPORATION

(1) The following General Standard Terms and Conditions for the Sale of Goods (General Conditions of Sale) shall, when incorporated, apply to all pre-contractual and contractual relations between Solibro GmbH (seller) and the purchaser for the sale of goods including contracts for work and work contracts for the delivery of moveable goods by the seller, provided that the purchaser is an entrepreneur as defined by Section 14 of Bürgerliches Gesetzbuch (German Civil Code), a public-law legal entity or a special fund under public-law. They shall also apply to future pre-contractual and contractual relations without being particularly incorporated. The General Conditions of Sale shall not extend to legal relationships other than those described in Sentence 1 between the seller and the purchaser.

(2) The purchaser's General Terms and Conditions shall not be incorporated. The incorporation of the purchaser's General Terms and Conditions by way of a commercial letter of confirmation shall be ruled out.

(3) Any deviations from these General Conditions of Sale shall only be effective if the seller confirms them in writing.

II. OFFERS AND CONCLUDING CONTRACTS

(1) The seller's offers shall be non-binding and subject to change unless expressly stated otherwise.

(2) In the absence of any other express provision any order from the purchaser shall be a binding offer for concluding a contract. The acceptance period shall be two weeks unless stated otherwise.

(3) The purchaser's order can be accepted by declaration of acceptance (order confirmation) or by delivery of the goods to the purchaser.

(4) The submission and the acceptance of an offer by the seller, unless made by delivery, must be given in writing by two authorised representatives of the seller. Any contract not concluded under the prerequisites of Sentence 1 shall only be effective if the seller confirms the contract in written form. Subsidiary agreements, amendments and the termination of the contract shall only be effective if confirmed by the seller in written form.

III. PRICES AND CONDITIONS OF PAYMENT

(1) The agreed prices shall apply ex warehouse plus the statutory VAT.

(2) The prices owed pursuant to Paragraph 1 shall continue to be valid for the duration of four months after the conclusion of the contract. If the delivery period is more than four months, the seller can demand prices in accordance with its general price lists. If the purchase price increases by more than five percent, the purchaser may withdraw from the contract within a period of two weeks after becoming aware of the price increase.

(3) The purchaser shall bear the costs of acceptance and delivery, in particular the costs of transport, transport packaging, loading, customs, import duties and other public charges. If the seller has taken out a transportation insurance policy at the purchaser's request, the purchaser also has to pay the costs accrued for that.

(4) Unless otherwise agreed, the purchase price shall be due for payment one week after receipt of the invoice and paid before delivery of the goods. If it is agreed that delivery to the purchaser shall be made against granting of a payment target, the purchase price shall be paid no later than two weeks after delivery of the goods provided that the seller and the purchaser have not agreed on a different payment target. The purchaser shall be in delay when the time limit for the payment expires; a warning letter from the seller is not required.

IV. DELIVERIES

(1) Unless otherwise agreed, the delivery period shall be approximately four weeks from the conclusion of the contract.

(2) If the seller is unable to deliver the sold goods within the agreed delivery period due to circumstances for which it is not responsible, it has to notify the purchaser of this and of the expected new delivery date. If the delivery also cannot be made at the new delivery date, the seller and the purchaser shall be entitled to withdraw from the underlying purchase contract. The seller shall in particular not be responsible for an untimely delivery if it has concluded a hedging arrangement with the supplier with regard to the subject matter of the delivery and the supplier does not comply with its obligations towards the seller under the hedging arrangement.

(3) Notwithstanding the provisions of Paragraph 2, the seller shall only be in delivery default if it received a warning from the purchaser which was sent after the delivery due date, unless it refuses the performance finally and seriously. The purchaser's right to withdraw from the purchase contract pursuant to Section 323, Paragraph 2 of Bürgerliches Gesetzbuch (German Civil Code) shall remain unaffected.

V. ACCEPTANCE OF GOODS AND TRANSFER OF RISK

(1) Unless otherwise agreed, the purchaser has to pick up the sold goods at the seller's headquarters (place of performance). The place of performance shall also be the seller's headquarters if it ships the goods to the purchaser. The purchaser shall bear the costs of the shipment if not otherwise agreed with the seller.

(2) The seller shall be entitled to partial deliveries to the extent that they are reasonable for the purchaser and not expressly ruled out in the underlying purchase contract.

(3) The risk of accidental loss or deterioration shall pass to the purchaser at the latest when the sold goods are handed over. If the seller ships at the purchaser's request the sold goods to a different location than the place of performance, the risk shall pass to the purchaser as soon as the seller has handed over the goods to the freight forwarder or any other person designated for the shipment. If in addition to the deliver or the sold goods, the seller and the purchaser have also agreed on their review and approval (acceptance), the risk shall pass to the purchaser upon acceptance or, if the purchaser defaults on the acceptance, at the beginning of the default.

(4) If the purchaser defaults on the acceptance of the sold goods, the seller can demand from the purchaser storage charges in an amount that is usual in the area where the purchaser has its headquarters. Section 373, Paragraph 1 of Handelsgesetzbuch (German Commercial Code) shall remain unaffected. When selecting the depository agent, the seller shall only be responsible for the level of care which it applies in its own matters; otherwise, Section 300 of Bürgerliches Gesetzbuch (German Civil Code) shall apply.

(5) Notwithstanding any further rights, the seller shall be authorised in the cases described in Paragraph 4 Sentence 1 to sell the sold goods or have them sold by a commercial broker (private sale) at the current price for the account and at the expenses of the purchaser if the goods have a stock market or market price and following a prior warning. If the seller sells the goods itself or if it has them sold by a commercial broker who is not publicly authorised to such a sale, the sale price shall be the market price if the private sale generates a sale price that is lower than the market price. The market price for solar modules is calculated on basis of the published price indices for the development of wholesale prices which is applicable at the moment when the private sale is made.

VI. RESERVATION OF TITLE

(1) The ownership of the sold goods (privileged property) shall be reserved until all of the seller's present and future claims arising under the commercial relationship with the purchaser are fulfilled. The reservation of title described in Sentence 1 shall in particular also secure the seller's present and future claims arising under other business contracts including all incidental claims.

(2) The purchaser shall be entitled to sell, transfer ownership of and process the privileged property to its customers in its own name in the framework of a usual business operation as long as it is not in default with a secured claim of the seller. The purchaser shall sell the privileged property under the reservation of ownership and have the reserved property act as collateral for all claims it is entitled to against its customers under the commercial relation. The purchaser shall be entitled to release non-valued collateral towards its customers with an appropriate collateral surcharge of 30 percent. At the seller's request, the purchaser shall provide the seller with written information on the scope of the existing reservations of title and the released collateral. The purchaser hereby assigns to the seller as security for the claims described in Paragraph 1, Sentence 1 all claims against its customers, including the collateral granted to it, which it is entitled to in relation to its customers based on the purchase contracts, contracts for work or other sale transactions to be entered into and the property to be reserved. As long as the purchaser is not in default with a secured claim of the seller, the purchaser may collect the assigned claims in its own name.

(3) Any processing, mixing or connecting of the privileged property shall be done for the seller which shall acquire the ownership of the new item. If the privileged property is processed, mixed or connected with goods of a third party the seller shall acquire co-ownership of the new item at the ratio between the value of the privileged property and the value of all processed, mixed or connected goods. The new item shall be deemed privileged property to the extent that the seller has acquired the ownership to it. If the new item is sold to a customer or is manufactured for a customer as a promised work, the purchaser shall assign its claims against its

customer to the seller. If the seller has only acquired co-ownership of the new item, the assignment shall only extend to the part of the claim which corresponds with the ratio between the co-ownership share and the entire item.

(4) The purchaser shall not be entitled to any disposals other than those described in Paragraph 2 or to any processing, mixing or connecting outside of usual business operation. In particular, the purchaser may not pledge the privileged property to third parties or transfer its ownership to a third party as collateral.

(5) The seller may not reveal the collateral described in Paragraphs 1-3 to the purchaser's customers if the purchaser is not in default with payment obligations that have been secured in favour of the seller, if the purchaser does not make any disposals contrary to Paragraph 4, if no petition for commencing insolvency proceedings against the purchaser's property has been filed and if there is no reason to assume that the purchaser is insolvent.

(6) If the seller's claims plus a collateral surcharge of 30 percent are in excess of the nominal value of all collateral, the purchaser can demand from the seller the release of the exceeding collateral. The release shall be made at the seller's choice. The release claim shall become due at the end of a calendar quarter if at least one month in advance the purchaser has demanded the release and sent to the seller an orderly compilation of the existing collateral stating its intrinsic value. Prior to this, the purchaser can only demand a release for an important reason. If there is any doubt as to the intrinsic value of any collateral not to be released, the seller can appropriately raise the collateral surcharge at its reasonable discretion (Section 315 Bürgerliches Gesetzbuch - German Civil Code).

(7) If the purchaser is in default with secured payment obligations or if the purchaser has made disposals contrary to the provisions of Paragraph 4, it may, to the extent it does not own the privileged property, no longer sell the privileged property in its own name, surrender its possession or release any collateral in favour of its customers. Furthermore, it shall no longer be entitled to collect from its customers the claims that were assigned to the seller. The purchaser shall notify the seller in writing of any disposals described in Paragraphs 1-3. If the prerequisites of Sentence 1 have been met, the seller shall be irrevocably authorized to make notifications in the name of the purchaser and submit to the purchaser's customers evidential documents. Furthermore, the purchaser shall immediately inform the seller by written statement of the location of the privileged property, the inventory of the assigned claims and the type and scope of the privileged property's processing, mixing and connecting with a new item and notify the seller of the privileged property's possessor and the debtors. Any privileged property in the purchaser's possession shall be handed over to the seller immediately after the seller has withdrawn from contracts that were not completely fulfilled by the purchaser.

VII. WARRANTY

(1) The sold goods shall have the agreed quality if they are state of the art and fit for standard usage. The stated rated output for solar modules applies under Standard Test Conditions (STC) if there is an irradiation of 1,000 W/m² on the module level, a module temperature of 25 °C and a spectral distribution of radiation of AM 1.5 in accordance with IEC 60904-3 (2009). Apart from that, the agreed quality is described in the relevant data sheets applicable at the point in time of the sale.

(2) Any declarations of the seller pertaining to the quality of the sold goods shall only be interpreted as a guarantee if they are expressly designated as such. Public statements of the seller, the manufacturer (Section 4, Paragraphs 1 and 2 of the Produkthaftungsgesetz - German Product Liability Law) or its helpers, in particular statements made in advertising, shall not define the agreed quality if the prerequisites of Paragraph 1 have not been met.

(3) The purchaser shall examine the delivered goods in accordance with Section 377, Paragraph 1 of Handelsgesetzbuch (German Commercial Code) immediately after being supplied with the goods by the seller in a way that corresponds with the proper course of business and notify the seller in text form immediately if a defect becomes apparent. The examination is in normal cases only made immediately if it is made within two working days (with the exception of Saturday) after the acceptance or, if the goods were shipped, after the purchaser obtained the goods from the freight forwarder, the freight carrier or the person or institution otherwise commissioned to carry out the shipment. The notification of a defect is in normal cases only made immediately if it is sent within two working days (with the exception of Saturday) after the examination, but no later than after the point in time when the examination would have to have been made. The examination does only correspond with the proper course of business if the purchaser uses the delivery notes and order confirmation to check the goods for completeness and conformity with the delivery item owed, if it checks the goods completely for transport damage and if it takes random samples. If solar modules were sold, the random samples must in particular also include an examination of the stated rated output which shall be done by using a state-of-the-art flash test.

(4) Only the seller shall be entitled to select the type of supplementary performance (rectifying the defects or delivery of an item free from defects). The seller's right to refuse supplementary performance pursuant to Section 439, Paragraph 3 of Bürgerliches Gesetzbuch (German Civil Code) shall remain unaffected. If solar modules are delivered, the right to supplementary performance shall in normal cases be unreasonable for the seller if the defect consists of a low performance which is less than what was contractually agreed and the purchaser has installed the solar modules in a photovoltaic system or elsewhere. In this event, the purchaser shall only have a claim for the reduction of the purchase price.

(5) Supplementary performance shall include expenditures for removing the defective item and installing the defect-free item only if the seller has installed the goods pursuant to the purchase contract.

(6) The seller shall only bear the expenditures for the supplementary performance, in particular the costs of transport, the road costs and the work/material costs, if and to the extent that the goods are defective. If the purchaser asserts claims against the seller for defects which do not exist, it shall be obliged to compensate the seller for the damages incurred hereby unless it is not reasonable for asserting the false claim against the seller.

(7) The purchaser shall not be entitled to withdraw from the purchase contract due to an immaterial defect.

VIII. LIMITATION PERIOD FOR WARRANTY CLAIMS

(1) The purchaser's claims for defects pursuant to Section 437, Numbers 1 and 3 of Bürgerliches Gesetzbuch (German Civil Code) shall become time-barred after two years. If acceptance has been agreed for a sold item, the limitation period shall commence upon acceptance. Otherwise, the regulations of Section 438 of Bürgerliches Gesetzbuch (German Civil Code) shall apply.

(2) If the seller supplies a defect-free item for the purpose of supplementary performance, the limitation period shall not commence again. If the purchaser demands supplementary performance this shall not suspend the limitation period unless expressly agreed otherwise by the seller and the purchaser.

IX. INTELLECTUAL PROPERTY RIGHTS

(1) If the subject matter of the sale is a right to use intellectual property or if the contractual usage of the sold item requires a usage right, the seller shall grant the usage rights that are required for the contractual purpose. In the absence of any other agreement or if the contractual purpose does not indicate anything else, the usage right to be granted or transferred shall be simple, geographically limited to the country where the goods are delivered to or used in accordance with the contractual purpose and non-transferable to third parties and it shall include the right to make copies for security purposes only.

(2) Documents, brochures and drawings which the seller hands over to the purchaser in connection with negotiations about the conclusion of a purchase contract, shall remain the seller's property, unless otherwise agreed. The purchaser shall without the seller's prior permission not be entitled to use said documents, brochures and drawings for purposes other than for examining whether a contract shall be concluded or to handout the documents, brochures or drawings or copies thereof to third parties.

(3) If a third party asserts claims against the purchaser for a violation of intellectual property rights in connection with goods sold by the seller, the purchaser has to notify the seller immediately about the type and scope of the claim. The seller shall at its own choice be entitled either to repel the claim by itself or to have it repelled by the purchaser in accordance with its instructions. If the seller transfers the defense against the claim to the purchaser in accordance with its instructions, the purchaser can demand the reimbursement of expenditures that it may consider necessary under the circumstances as if it was an agent.

X. DATA PROTECTION

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

(2) The purchaser has to implement suitable contractual arrangements to ensure that the specifications of Paragraph 1 are also complied with by its employees, subcontractors and other personnel.

XI. FACTORY REGULATIONS

Employees of the purchaser and other persons that are acting on behalf of the purchaser who enter the seller's business premises or the Solar Valley Industrial Park are subject to the external company guideline in its current version a copy of which

can be handed out at any time. The seller may give instructions to said persons in accordance with the house rules and the factory's safety. The purchaser shall contractually oblige its employees and other persons that are acting on its behalf to comply with these instructions.

XII. SECRECY

(1) The purchaser may not exploit or inform other persons of the seller's business or company secrets that were entrusted on the purchaser or that the purchaser became aware of through the business relationship even after the business relationship has ended. The same applies to the seller's know-how and all other facts that are not or have not become public domain.

(2) The purchaser may not use the seller's business or company secrets or know-how, including all other information that have not become public domain, for any other purposes than the performance of the existing contracts. Said utilisation right shall expire at the latest when the supply relationship ends. The seller shall remain the owner of the business documents made available. The purchaser shall only acquire usage rights to the documents to the extent that this is necessary for achieving the contractual purpose. The usage rights shall expire at the latest when the supply relationship ends. Upon the seller's request and at its choice, the purchaser has to return or destroy the business documents at any time.

(3) The purchaser shall set up its business operations in a way that ensures that third parties cannot obtain access to the seller's business or company secrets or know-how. The purchaser shall contractually oblige its personnel to secrecy and confidentiality.

(4) The purchaser may only refer to an existing supply relationship with the seller towards third parties or towards the general public after having obtained the seller's express consent.

XIII. LIMITATION OF LIABILITY

(1) The seller is responsible for all types of fault in case of damages that were caused by a violation of essential contractual obligations. Essential contractual obligations are obligations the performance of which is necessary for achieving the contractual purpose and on the compliance of which the purchaser may regularly rely. The seller shall only be liable for damages that were caused by a violation of other obligations in case of intent or gross negligence. The seller shall also be liable in case of simple negligence if the violation of the obligation was committed by a legal representative or managing employee of the seller.

(2) To the extent that the seller is liable to the purchaser, the liability shall be limited in case of simple negligence to the damage that was predictable for the seller under the circumstances.

(3) The aforementioned restrictions shall not apply to a liability for damages arising from an injury to life, body or health.

XIV. LIMITATIONS TO ASSIGNMENT AND OFFSET

(1) The purchaser shall not be entitled to assign or pledge claims to which it is entitled under this contract to a third party or otherwise dispose of the claims without the seller's prior consent.

(2) The purchaser may only set off a claim against the seller's claims or exercise a right of retention if its claim is undisputed or if it has been established as final and absolute.

XV. PLACE OF JURISDICTION, APPLICABLE LAW

(1) If the purchaser is a merchant, public-law legal entity or special public-law fund, the exclusive place of jurisdiction for all disputes arising from or in connection with the sale of goods shall be Bitterfeld-Wolfen, Germany. The seller shall also have the right to bring action before the court in whose court district the purchaser's headquarters are located or, to the extent that that the prerequisites of Section 21 of Zivilprozeßordnung (German Code of Civil Procedure) are met, where a branch office of the purchaser is located.

(2) If the purchaser has its headquarters outside of the national territory of the Federal Republic of Germany, German courts shall have jurisdiction for all disputes arising from or in connection with the sale of goods. The seller shall have the right to bring action against the purchaser before the courts of the country where the purchaser has its headquarters. The jurisdiction of all other courts than those described in Sentences 1 and 2 shall be ruled out. The exclusive place of jurisdiction for a legal dispute before German courts shall be Bitterfeld-Wolfen.

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

SOLIBRO GMBH

OT Thalheim, Sonnenallee 32 - 36
06766 Bitterfeld-Wolfen, Germany

PHONE +49 (0)3494 3840 - 93000
FAX +49 (0)3494 3840 - 93100

EMAIL info@solibro-solar.com
WEB www.solibro-solar.com

SOLIBRO