

General Terms and Conditions
PV Construction Germany GmbH & CO. KG
Stand: April 2011

1. General conditions

- 1.1. Supplies and services of PV Construction Germany GmbH & Co. KG (hereinafter: supplier) are made exclusively for subsequent sale and supply conditions.
- 1.2. Deviating terms and conditions of the customer are only valid if the supplier has expressly agreed to in writing.

2. Placing of orders

- 2.1 All offers are subject to confirmation by the supplier
- 2.2 Orders are only valid after written confirmation of the supplier or execution of the order legally binding. Subsidiary agreements, reservations, changes or additions to a contract shall be invalid unless confirmed in writing by the supplier.
- 2.3 Samples are mere patterns of orientation; at a purchase after trial or to model the characteristics of the samples are not as promise.
- 2.4 A yield calculation notified to a customer is not binding. It is based on averages values and normal weather conditions. Claims against the supplier in case of deficient performance and no achieved savings as planned, can not be derived from it.

3. Risk and Delivery

- 3.1. For risk and load transfer statutory provisions are applied.
- 3.2 Packaging and shipping operation carried out by the usual care. At the request and expense of the purchaser the vendor may ensure against breakage, transport and fire damage.

4. Prices and Payment

- 4.1 The prices are valid from the supplier's warehouse, plus the applicable VAT and postage and packaging costs, unless otherwise agreed.
- 4.2 If the supplier generally increases its prices before supply, he is entitled, if the customer is a merchant, to increase the prices agreed upon in the same way.
- 4.3 The claim for payment of the supplier is due to the provision of delivery for the buyer. Payment is generally effected in advance by bank transfer to the account of the supplier or by special request for a notarial trust account, the costs are borne by the purchaser.
- 4.4. If the customer is a merchant and the contract belongs to his trade he has not the right to refuse payment in accordance with § 320 BGB and not to withhold. This also applies to claims arising out of alleged defects in delivery or performance prior to the execution of the guarantee and for the commercial withholding pursuant to § 369HGB.
- 4.5 Lack of timely payments entitle the contractor to terminate the contract. In this case the contractor is entitled to demand a lumpsum compensation payment of 20 % of the contract sum.

5 Deadlines, delay and impossibility

- 5.1 Delivery times are only binding if the customer has been confirmed in writing.

5.2 An agreed deadline is complied with the provision for the purchaser. If the shipment is agreed it shall be sufficient when the operational consignment is dispatched. Adherence to an agreed deadline is the timely receipt of all documents to be delivered and the agreed terms of payment and other obligations of the customer. If these conditions are not met, the deadline shall be extended accordingly.

5.3 If non-compliance with a deadline for deliveries to cases of force majeure such as mobilization, war, riot, strike, lockout, not proper or timely supplies despite the conclusion of a hedging transaction or the unforeseeable and from the supplier at least not responsible obstacles, the deadline shall be extended accordingly. If the impediment lasts longer than 6 months, each party has the right to withdraw from the contract with a written statement without the other party arising or resulting from the inability to replace expenses and damages.

5.4. The supplier is not liable for obstacles in delivery described in clause 5.3, as far as the supplier is not exceptionally responsible for terms of acquisition or provision or fault.

5.5 The receipt of the goods supplied can be refused by the buyer only in the event of material misstatement.

5.6 Occurs at the time of delivery or the provision of services a significant deterioration in the financial circumstances of the purchaser, the supplier shall be entitled to refuse further Performance of the contract, until the purchaser effects payment or security for it. If the buyer gets in default on payments, all claims against him due immediately.

5.7 Offset by the purchaser is permitted only with undisputed or legally established claims.

5.8 Subsequent modifications or amendments of the customer lead to a reasonable extension of dates and deadlines . The preparation of the delivery message including the readiness and organization of other agreed measures, to fulfil the contract, take place in principle on working days during regular business hours.

5.9 The supplier is entitled to partial deliveries and partial services. Premature deliveries or services are allowed, unless otherwise expressly agreed.

5.10 If on request of the purchaser goods are not delivered, he is in default of acceptance or culpably violates other cooperation obligations, the supplier is entitled to claim compensation for the damages caused so far, including any additional expenses . Further claims remain reserved.

5.11 IN case of default of the supplier he is liable under the statutory provision, insofar as a delayed delivery is caused by the supplier at fault, intentional or grossly negligence, breach of a contract or breach of a contractual obligation. The liability is then limited to the foreseeable, typically occurring damages if negligence is slight and the delivery delay is based on the breach of a contractual obligation. Claims for the compensation for delay and damages for non-performance due to delay or impossibility of performance of the supplier are limited to 10 % of the value of that part of the delivery or performance that because of the impossibility and the delay does not or can not be taken in a timely manner appropriate use. This does not apply in cases of intent or gross negligence or injury to life, limb or health of the customers` s liability, compulsory by law.

5.12 To fulfil the contract, modules and module types available for all performance classes are available. The purchaser has no right of the delivery of a particular service class unless otherwise expressly agreed.

In particular, the supplier must replace older versions of modules with newer, improved versions.

6 Duties of the customer:

6.1. Requires the performance of services agreed a cooperation with the purchaser, this has to ensure that the supplier will take all necessary, expedient and timely information and data in the required quality.

6.2. If the customer does not cooperate or incomplete or not timely, he carries the disadvantages and additional costs as well as responsibility for any resulting delays in service delivery.

6.3 The buyer is obliged to check the delivered plant regularly, at least weekly, to maintain it and inform the contractor without delay about any defects or reduced services. If he fails or maintenance release, the contractor in case of a defect inflicted by him, shall be liable only on knowledge of the underperformance of the defect and the notification to the customer

7 Installation and Assembly

7.1. Delay of the installation, assembly or commissioning by circumstances that are the responsibility of the buyer, the buyer has to carry costs of waiting time and additional travel or the installation or the installation staff.

7.2. If the supplier is responsible for assembly or installation to any single calculation, the purchaser agreed to when placing the order, to pay to the supplier the usual billing rates for labour.

8 Reservation or the right

8.1. The supplier is entitled to rescind the contract or make further execution of the contract by the power of cash in advance, if known about the assets of the buyer in retrospect unfavourable circumstances, particularly delay of payment regarding the supplier's claims, mostly fruitless enforcement measure, a protest by the buyer check or redeemed, conciliation and bankruptcy filings.

8.2 The withdrawal is subject to delivery to the customer, but he is obliged in this case to pay a fee in the amount of remorse 20 % of the order value. It applies to § 353 BGB.

8.3 If a withdrawal is made, the supplier shall be entitled to take back the delivery. After withdrawal of the supplier, he is entitled to sell them. The proceeds of the sale – less reasonable costs – are counted to the customer's liabilities. The supplier is entitled to the purchaser to use the right to escape.

9. Warranty and liability

9.1 The supplier is liable for defects in accordance with the following provision: a) the buyer is obliged to immediately examine the deliveries. The statement of deficiencies has to be reported to the supplier within a time period of 1 week in writing, stating the actual complaint. The period begins with the obvious defects at handover, for undercover with the discovery. After the deadline without a complaint of defects warranty claims are excluded. For non-merchants, the notice period applies only to obvious defects and is 2 weeks.

b) In case of justified complaints the supplier is entitled to a replacement. Is the replacement not provided within a reasonable period, is it denied or fails for any other reason, the buyer can cancel the contract (rescission) or reduce the remuneration (reduction).

c) The limitation period for warranty claims is within 12 months from passage of risk, the latest from handing over the goods or services. For consumers the period is 24 months.

d) Further claims are excluded, especially claims for damages that are not incurred in the delivery itself (consequential damages), damages for breach of contract, negligence of contract or tort. This does not apply to personal injury, damage to private property for use

anywhere under the product liability act or where in case of wilful misconduct, gross negligence, absence or warranted characteristics and the culpable violation of essential contractual obligations (cardinal obligations) if liability is mandatory by law.

9.3 All claims expire 6 months from delivery of goods or services unless the law prescribes longer periods. If a transfer did not occur or the harm-creating event after the handover, the limitation period begins with the damage itself.

10. Instructions and product monitoring

10.1 The buyer is obliged to note product instructions issued by the supplier carefully and to forward them to any user and his customers with special reference.

10.2 Does the purchaser not follow his obligations according to section 10 paragraph 1 and will therefore be claims against the supplier for product and product liability, the purchaser releases the supplier in the internal relationship of these claims. Have become one of the causes of the supplier to circumstances, the exemption is to the extent that corresponds to the causation portion of the customer.

10.3 The buyer is obliged to observe the supplier's products and their practical usage. This also applies to the resale. The product monitoring requirement applies in particular to yet unknown harmful properties of the product or to use and use consequences, creating a dangerous situation. On lessons learned, the supplier should be noted immediately.

11. Security interests of the supplier

11.1 The supplier retains ownership to all goods until full payment. If the buyer is a company, this is for all outstanding receivables (current account).

11.2 Before transfer of ownership a pledge, collateral assignment or alteration without express consent of the supplier is not allowed.

11.3 The buyer is entitled to process the delivered goods as part of its regular business operations. The processing of the goods occurs for the supplier without obliging him; the new goods become property of the supplier. When processed with other goods to the supplier, the supplier acquires ownership of the newly produced goods on the ratio of the invoiced value of the goods to the other processed items. In case of combining, mixing or blending the supplier becomes co-owner in accordance with legal regulations. Should the property be lost anyway and the buyer becomes (co-) owner, he assigns to the supplier on his property after the invoice value of processed goods subject to the other property as collateral. The buyer must keep it free in all these cases which are owned or co-ownership of the supplier related to this matter.

11.4 The buyer is entitled to sell the goods in the raw as when applied as part of its regular business. The disposal authorization expires automatically with a fruitless attempt at the foreclosure purchaser, the purchaser redeemed in protest of a check or bill as well as an application for the opening of composition proceedings or bankruptcy proceeding over the assets of the customer. In addition, other use of the conditional goods in pledge and collateral assignment shall not be permitted.

11.5 The purchaser hereby assigns to the supplier all manufactured, from the release of the goods in an unprocessed state, claims arising with all ancillary rights. In case of sale of processed, connected, mixed or commingled goods subject the supplier acquires the partial amount of the percentage of the invoiced value of goods supplied plus a security surcharge of 5 %. The buyer is subject to possible revocation at any time entitled to collect claims assigned to the supplier in the regular business operations. The supplier will make use of its own authority to collect any use as long as the customer meets his payment obligations also to third parties as agreed. This authorization does not allow the buyer to follow the assignment

of his claims to a factory institution of credit risk. Precaution, the purchaser's claims against the institute from factoring to disbursement of the factoring proceeds to the supplier and is committed to the institute without delay after factoring invoices from the supplier.

11.6 Without the express written consent of the supplier the purchaser is not entitled to suspend the claims of the supplier to a current account. The purchaser shall not be authorized, processed to the vendor claims assigned in advance from the resale of the delivered goods in the unprocessed state or in a current account held with the customer set. Precaution, the purchaser assigns claims of the periodic balances and a final balance to the amount of the secured claims to the supplier, the assignment includes causal and abstract balance.

11.7 The security interests of the supplier shall cease with the complete performance. After payment by check or bill the security rights only expires when the buyer has redeemed the paper finally and a recourse against the supplier is no longer possible. The supplier is obliged to release securities at its option once the value of existing securities exceeds the claims of the supplier by more than 20 %.

11.8 The buyer is obliged to immediately inform the supplier about execution activities in the reserved property and in its other securities by handing over the documents necessary for the opposition. The supplier's intervention costs are borne by the purchaser, if the intervention was successful and was tried with the defendant as debtor or the enforcement in vain represented to the failure by the purchaser. Upon request the purchaser has to provide without delay a list of customers of the unprocessed or processed goods to the supplier and view the claims against them. If an ordering company is not a natural person or a resident general partner, this commitment applies also to the manager(s) personally.

12. Privacy and Confidentiality

12.1 The supplier has to point out to the customer that under the contract recorded data collected in compliance with the provisions of the Federal Privacy Act (BDSG) of the supplier meet commitments under the agreements concluded with the customer will be processed and used. These data can be transmitted for the purpose of credit checks and also to agents according to § 11(BDSG) carefully selected partners of the supplier.

12.2 The contracting parties undertake to treat all of the commercial and technical information given at the contract performance by the other parties as trade secret, unless the other party has not made them public.

13. Final determination

13.1 The contract remains binding in its remaining parts in case of legal invalidity of individual terms. This does not apply if adherence to the contract would be reasonable for a party.

13.2 For the contractual relationship the German law is binding under exclusion of the Vienna UN- Convention on the International Sale of Goods.

13.3 Jurisdiction is if the customer is a merchant, a juridical person engravings of public law or public law special fund, for all disputes arising from the contractual relationship: Oldenburg.

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