

GENERAL TERMS AND CONDITIONS of GP Solar GmbH

I. General provisions

1. The scope of supplies or services (hereinafter referred to as Supplies) shall be determined by the written declarations of both Parties.

General terms and conditions of the purchaser or client (hereinafter referred to as Client) shall apply only if and when expressly accepted by the supplier or provider of services (hereinafter referred to as GP Solar) in writing.

2. GP Solar reserves the unlimited property rights and copyrights pertaining to the cost estimates, drawings and other documents (hereinafter referred to as Documents). The Documents shall not be made accessible to third parties without GP Solar's prior consent and shall, upon request, be returned without undue delay to GP Solar if the contract is not awarded to it. The sentences 1 and 2 shall apply mutatis mutandis to documents of the Client; these may, however, be made accessible to third parties to whom GP Solar has rightfully transferred Supplies.

3. The Client shall have the non-exclusive right to use standard software, provided that it remains unchanged, is used within the agreed performance parameters, and on the agreed equipment. The Client may create a back-up copy without express agreement.

II. Offers, scope of services

1. GP Solar's offers are subject to confirmation.
2. The scope of the contractual services is exclusively determined by GP Solar's order confirmation.
3. GP Solar reserves the right to modify the Construction, the choice of materials, the specifications or the design even after having issued an order confirmation. Furthermore, the Client shall accept proposals for modifications made by GP Solar, as far as these are reasonably tolerable for the Client.
4. As a general rule, the documents that serve as basis for the offer or the order confirmation, such as maps, drawings, dimensions and weight specifications, shall be considered as approximate values only, as long as they are not expressly declared as binding.
5. Partial delivery is permitted as far as this is not unreasonable for the Client.

III. Prices and terms of payment

1. Prices shall be ex works and exclude packaging; value added tax shall be added at the currently applicable rate.
 2. Payments shall be made without deductions in the agreed currency free seller's paying agent appointed by GP Solar.
 3. If GP Solar is also responsible for assembly or erection and unless otherwise agreed upon, the Client shall not only pay the agreed remuneration but also any incidental costs, e. g. travel costs, costs for the transport of tools and equipment.
 4. The Client shall be in arrears without reminder 30 days after receipt of the invoice.
 5. The Client may set off only those claims that are undisputed or legally recognized.
5. If GP Solar accepts requests for change made by the Client, the incurred extra costs will be charged to the Client's account.

IV. Retention of title

1. Items pertaining to the Supplies shall remain the property of GP Solar until each and every claim it has against the Client on account of the business relationship has been fulfilled. If the combined value of the security interests owned by GP Solar exceeds the value of all secured claims by more than 20 %, GP Solar shall release a corresponding part of the security interests if so requested by the Client.
2. For the duration of the retention of title, the Client may not pledge the retained goods or use them as security.
3. For the duration of the retention of title, the Client may sell the goods exclusively to resellers/dealers in the ordinary course of business and only under the condition that the reseller/dealer receives appropriate payment from their clients or under reserve that retention of title shall only pass on to the reseller's/dealer's clients once they have fulfilled their payment obligations.
4. The Client shall inform GP Solar immediately in writing about any garnishment, seizure or other injunctions or acts of intervention by third parties.
5. If the Client fails to fulfil its duties, particularly with regard to default of payment, GP Solar shall be entitled to cancel the contract and take back the retained goods in the case of continued failure following expiry of a

reasonable time set by GP Solar; notwithstanding the statutory provisions dispensing the requirement of establishing a deadline. The Client shall be obligated to surrender the retained goods. GP Solar's reclaiming of the goods of purchase or exercising the retention of title shall in no way constitute a withdrawal from the contract, unless expressly stated in writing by GP Solar.

6. Any possible processing or conversion of the item of purchase by the Client shall always be performed on behalf of GP Solar. In this case, the Client shall continue to be eligible for the item of purchase subsequent to processing or conversion. Should the item of purchase be processed with other objects not belonging to GP Solar, GP Solar shall then acquire joint ownership of the new item in the ratio of the value of the item of purchase to the other processed objects at the time of processing.

V. Deadlines for supplies; delay

1. Deadlines set for Supplies can only be observed if all Documents, necessary permits and releases to be supplied by the Client, especially concerning drawings, are received in time and if the agreed terms of payment and other obligations of the Client are fulfilled. Unless these conditions are fulfilled in time, the deadlines shall be extended appropriately; this shall not apply where GP Solar is responsible for the delay.

2. If non-observance of the deadlines is due to force majeure such as mobilization, war, rebellion or similar events, e. g. strike or lockout, the deadlines shall be extended adequately. The same shall apply in case of non-observance or improper delivery to GP Solar.

3. If GP Solar is in default and the Client substantiates a loss suffered thereof, the latter may claim a compensation of 0.5 % for every completed week of delay, but in no case more than a total of 5 % of the price of that part of the Supplies which due to the delay could not be commissioned for the intended use.

4. The Client's claims for damages due to delayed Supplies as well as claims for damages in lieu of performance exceeding the limits specified in No. 3 shall be excluded in all cases of delayed Supplies even upon expiry of a deadline specified to GP Solar to effect the Supplies. This shall not apply in cases of mandatory liability based on intent, gross negligence, or arising from injury to life, body or health.

5. Cancellation of the contract by the Client within the framework of the legal provisions shall be limited to cases where GP Solar is responsible for the delay. The above provisions do not imply a change in the burden of proof to the detriment of the Client. At GP Solar's request, the Client shall declare within a reasonable period of time whether the contract may prove that higher or, as the case may be, lower storage costs have been incurred.

VI. Transfer of risk

1. Even where delivery has been agreed as free from transportation charges, the risk shall be transferred to the Client as follows:

a) if the Supplies do not include assembly or erection, at the time when the Supplies are dispatched or picked up for shipment.

b) if the Supplies include assembly or erection, at the day of acceptance in its own establishment or, if so agreed, after a fault-free trial run.

c) if the Client is responsible for delays during shipment, assembly or erection, acceptance in its own establishment or the trial run, or in the case of default in acceptance on the part of the Client for miscellaneous reasons, at the moment GP Solar indicates its willingness to perform.

2. Upon request of the Client, GP Solar shall insure the Supplies against the usual risks of transport at the expense of the Client.

VII. Assembly and erection

1. The Client shall provide at its own expense and in time:

a) all construction works and miscellaneous ancillary works from other industries, including the necessary skilled and unskilled workforce, construction materials and tools.

b) the equipment and materials necessary for assembly and commissioning such as frames, fittings, communication interfaces and other devices as well as test wafers and samples.

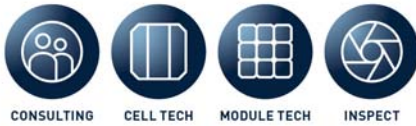
c) energy and water at the point of use including connections, heating and lighting.

d) suitable, dry and lockable rooms of sufficient size adjacent to the erection site for the storage of machine parts, appliances, materials, tools, etc. and adequate working rooms and staff rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances. Furthermore, the Client shall take all measures it would implement for the protection of its own possessions to protect the possessions of GP Solar and of the erection personnel at the site.

e) protective clothing and protective devices needed due to particular conditions prevailing on the erection site.

2. Prior to the erection works, the Client shall voluntarily provide any information required concerning the location of concealed electric power latter cancels the contract due to the delayed Supplies or insists on the Supplies to be delivered.

6. If delivery or collection is postponed at the Client's request, the Client may be charged storage costs of 0.5 % of the price of the items of the Supplies for every month commenced, but in no case more than a total of 5 %. The parties to the gas and water lines or of similar installations as well as the necessary structural data.



3. Prior to assembly or erection, the materials and equipment necessary for the works to start must be available on the site of assembly/erection and any preparatory work must have advanced to such a degree that assembly/erection can be started as agreed and carried out without interruption. Access roads and the assembly or erection site itself must be levelled and cleared.
4. If assembly, erection or commissioning is delayed due to circumstances GP Solar is not responsible for, the Client shall bear the costs incurred for idle times and any additional travelling of GP Solar or the erection personnel.
5. The Client shall attest to the hours worked by the erection personnel towards GP Solar at weekly intervals and the Client shall immediately confirm in writing if assembly, erection or commissioning has been completed.
6. If, after completion, GP Solar demands acceptance of the Supplies, the Client shall provide it within a period of two weeks. In default thereof, acceptance is deemed to have taken place. Acceptance is also deemed to have been effected if the Supplies are put to use – after completion of an agreed test phase, if any.

VIII Acceptance of delivery

The Client is not entitled to reject acceptance of delivery by GP Solar on account of minor or insignificant defects.

IX. Material defects

GP Solar shall be liable for material defects as follows:

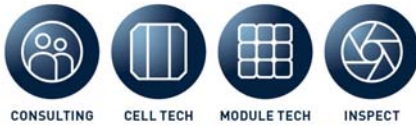
1. All parts or services that suffer material defects within the limitation period shall, at the discretion of GP Solar, be repaired, replaced or provided again free of charge irrespective of the hours of operation elapsed, provided that the reason for the defect had already existed at the time when the risk passed.
2. Claims to supplementary performance based on material defects are subject to a limitation period of 12 months. The same shall apply to cancellation of contract or reduction of remuneration. This limitation period shall not apply where longer periods are prescribed by law, as well as in cases of injury of life, body or health, or in cases of wilful or grossly negligent breach of duties on the part of GP Solar or in cases of fraudulent concealment of a defect, or non-compliance to provide a guarantee of quality. Statutory regulations in connection with the expiry suspension of deadlines, suspension of deadlines prescribed by the statutes of limitation and rescheduling of deadlines shall remain unaffected.
3. The Client shall notify material defects to GP Solar in writing and without undue delay.
4. In the case of legitimate notifications of defects, the Client may withhold payments to a reasonable extent taking into account the material defect occurred. The

entitle GP Solar to have its expenses reimbursed by the Client.

5. GP Solar shall first be given the opportunity to supplement its performance within a reasonable period of time.
6. If supplementary performance is unsuccessful, the Client shall be entitled to cancel the contract or reduce the remuneration, notwithstanding any claims for damages it may have according to No. 9.
7. Claims based on defects in cases of insignificant deviations from the agreed quality, of only minor impairment of usefulness, of natural wear and tear or defects arising after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment, defective calibration, or from particular external influences not assumed under the contract, or from non-reproducible software errors, improper modifications or repair works shall be excluded.
8. The Client shall not have the right for claims with respect to expenses incurred in the course of supplementary performance, particularly costs of travel and transport, labour, and material, to the extent that expenses are increased because the subject matter of the Supplies was subsequently delivered to another location than the Client's branch office.
9. The Client's claims for damages owing to material defect shall be excluded. This shall not apply in the event of fraudulent concealment of a defect, or non-compliance to provide a guarantee of quality, as well as in cases of injury to life, body or health, or in cases of wilful or grossly negligent breach of duties on the part of GP Solar. Any other claims of the Client against GP Solar or its vicarious agents or any such claims beyond the claims provided for in this Art. IX, based on a material defect, shall be excluded.

X. Industrial property rights and copyrights; defects in title

1. Unless otherwise agreed upon, GP Solar shall provide the Supplies free from third parties' industrial property rights and copyrights (hereinafter referred to as "IPR") in the country of the place of destination. If a third party asserts a justified claim against the Client based on an infringement of an IPR with respect to the Supplies provided by GP Solar and then used in conformity with the contract, GP Solar shall be liable to the Client within the period of time stipulated in Art. IX No. 2 as follows:
 - a) GP Solar shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Supplies concerned or whether to modify the Supplies in such a way that they no longer infringe Client is not entitled to withhold payment in case his claim to defects has lapsed the prescribed limitation period. Unjustified notifications of defects shall the IPR, or replace them. If this was unreasonable to demand from GP



Solar, the Client may cancel the contract or reduce the remuneration pursuant to the applicable statutory provisions.

b) The above obligations of GP Solar shall only apply if the Client immediately notifies GP Solar in writing of any such claim asserted by the third party, does not concede the existence of an infringement and leaves any protective measures and settlement negotiations to the discretion of GP Solar. If the Client stops using the Supplies in order to reduce the damage or for other good reasons, it shall be obligated to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

2. Claims of the Client shall be excluded if it is itself responsible for the infringement of an IPR.

3. Claims of the Client shall also be excluded if the infringement of the IPR is caused by particular specifications made by the Client, by a type of use not foreseeable by GP Solar or by the Supplies being modified by the Client or being used together with products not provided by GP Solar.

4. The provisions of Art. VIII shall apply mutatis mutandis.

6. Any other claims of the Client against GP Solar or its vicarious agents or any such claims beyond the claims provided for in this Art. X, based on an infringement of an IPR or a defect in title, shall be excluded.

XI. Claims for damages

1. Any claims for damages and reimbursement of expenses the Client may have (hereinafter referred to as "Claims for Damages"), based on whatever legal reason, particularly inability of performance, infringement of duties arising in connection with the contract or tort, shall be excluded.

2. The above shall not apply in the case of mandatory liability, e.g. under the Product Liability Act, in the case of intent, gross negligence, injury of life, body or health, or breach of essential contractual obligations. However, Claims for Damages arising from the breach of an essential contractual condition shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by intent or gross negligence or based on liability for injury of life, body or health. The above provisions do not imply a change in the burden of proof to the detriment of the Client.

3. To the extent that the Client has a valid Claim for Damages according to Art. IX, No. 2, it shall be time-barred after the expiration of the limitation period applicable to claims for material defects pursuant to Art. VIII No. 2. In the case of Claims for Damages under the Product Liability Act, the statutory provisions governing limitation periods shall apply.

XII. Place of jurisdiction and applicable law

1. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be GP Solar's place of business. However, GP Solar may also take legal actions at the Client's place of business.

2. Legal relations existing in connection with this contract shall be governed by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XIII. Severability clause

The legal invalidity of one or more provisions of this contract shall in no way affect the validity of the remaining provisions. This shall not apply if it was unreasonable for one of the parties to continue the contract.