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Solar Solutions GmbH

Brückenstrasse 94

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Deutschland / Germany

GENERAL TERMS AND CONDITIONS SOLAR SOLUTIONS GMBH

1. General

1.1 These General Terms and Conditions ("Conditions") regulate the contractual relationship between the Solar Solutions GmbH ("SSGmbH" or "Seller"), and "Buyer", as defined in the Purchase Order, for the purchase and sale of the photovoltaic modules or inverter as defined in the Purchase Order ("Product" even if it's several). Seller and Buyer may hereinafter be referred to each as a "Party", and collectively as the "Parties".

1.2 Notwithstanding anything to the contrary herein, Buyer shall have no obligation to purchase the Product hereunder, and Seller shall have no obligation to sell the Product hereunder, except pursuant to a purchase order in the form set forth by Seller which is issued by Buyer and accepted by Seller in writing in accordance with these Conditions (each a "Purchase Order"). Quotations, made by Seller in whatever form, are not binding upon Seller and merely constitute an invitation to Buyer to place a Purchase Order. All quotations issued by Seller are revocable and subject to change by Seller without notice and any information contained therein, whatever its content, does not constitute a guaranteed property of the Product. Purchase Orders are not binding until accepted by Seller by countersigning such Purchase Order. Seller shall be entitled to refuse a Purchase Order without indication of its reasons.

1.3 The terms of these Conditions shall be incorporated by reference in all Purchase Orders issued hereunder. Each Purchase Order upon mutual execution by the Parties hereunder, together with its Exhibits (including these Conditions and Warranty, if any), shall constitute a separate binding agreement between the Parties (collectively referred as "Agreement"), and both Parties shall be fully liable for all obligations arising thereunder pursuant to this Agreement.

1.4 The general terms and conditions of the Buyer are not applicable. This also applies if the Seller has not expressly contradicted them.

2. Products and Warranty

2.1 The Products are AEG products which shall be covered by as indicated in the Purchaser Order (hereinafter referred to as "Warranty"), provided that those Product for which Buyer has satisfied all payment obligations to SSGmbH under this Agreement. Buyer acknowledges and agrees that if (and for as long as) he is in breach of his payment obligations under the Agreement, SSGmbH shall have the right to suspend its performance of its obligations under the Warranty to the maximum extent permitted by applicable laws.

2.2 The express remedies set forth in the Warranty provided by Seller are the sole and exclusive remedies for any breach of representation or warranty, and the expressed warranties provided herein are in lieu of all other warranties, representations, conditions or other terms, express or implied, including, without limitation, any warranty of non-infringement, merchantability or fit ness for a particular purpose. Except as expressly provide d here in, the Product are provided "as is".

2.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SSGMBH MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, AND SSGMBH DISC LAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, IN CLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHAN TABIUTY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

3. Price and Taxes

3.1 Buyer shall pay Seller the purchase price for the Product ("Purchase Price") under the Purchase Order, which amount are as set out in the Purchase Order agreed by both Parties, in accordance with the payment terms under this Agreement, exclusively to the bank account specified by SSGmbH in the invoice.

3.2 Unless agreed otherwise, the Purchase Price should include (a) standard packaging and (b) insurance premium and transportation cost for delivery of the Products if such premium and cost should be borne by SSGmbH pursuant to the INCOTERM 2020 as agreed in the Purchase Order. The Purchase Price does not include value added tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied ("Taxes") in relation to the Products or the delivery thereof. The amount of any Taxes levied in connection with the sale of the Products to Buyer shall be for Buyer's account and shall be added to each invoice or separately invoiced by SSGmbH to Buyer. This Section 3.2 shall apply to all the payment that is payable by Buyer pursuant to the Agreement including without limitation Section 4, 8 and 10.

4. Payment Term

4.1 Unless expressly stated otherwise in the Purchase Order, Buyer shall pay the Purchase Price for Product by means of telegraphic transfer ("T/T") to the bank account in the invoice issued by SSGmbH no later than five (5) business days prior to the earlier of (i) the Delivery Date or (ii) the date on which the Product are picked up by Buyer.

4.2 Unless expressly stated otherwise in the Purchase Order, the down payment required in the total Purchase Price shall be non-refundable.

4.3 ALL PAYMENTS SHALL BE MADE WITHOUT ANY DEDUCTIONS ON ACCOUNT OF ANY TAXES AND FREE OF SET-OFF OR ANY OTHER COUNTERCLAIMS. Payments shall be deemed made by Buyer and received by SSGmbH when the amount due for payment has been credited to the SSGmbH 's bank account.

4.4 If Buyer is required under the Purchase Order to issue a bank guaranty or a parent company guaranty to Seller to guarantee the performance of its obligations hereunder, then (i) Buyer shall cause such guaranty to be issued by a reputable bank or a parent company in a form reasonably satisfactory to Seller ("Acceptable Buyer Guaranty") and (ii) Buyer shall cause such Acceptable Buyer Guaranty to be issued no later than thirty (30) days prior to the Delivery Date unless otherwise set forth in the Purchase Order. Buyer understands that the open account payment terms is agreed by Seller on the condition that such Accept able Buyer Guaranty will be issued pursuant to the Agreement. Buyer shall guarantee the Acceptable Buyer Guaranty to remain in full force and effect until Buyer's obligations hereunder are fully performed and discharged.

4.5 All late payments shall bear late fees at the rate of 0.04% per day of delay. All costs and expenses incurred by SSGmbH with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Buyer's account. Further, any amounts payable by the SSGmbH to any third party assisting SSGmbH for collecting such overdue payments shall be also on the account of the Buyer.

5. Delivery

5.1 SSGmbH shall deliver the Product to Buyer at the Delivery Point no later than the delivery date set forth in the Agreement ("Delivery Date"). If Buyer delays in any payment hereunder, then

(a) upon notice to Buyer (i) SSGmbH is entitled to correspondently suspend delivery of the Products and (ii) the Delivery Date of the affected Product is extended in correspondence to the period of such suspension and

(b) Buyer shall indemnify and hold harmless SSGmbH for all reasonable costs incurred by SSGmbH arising from such breach by Buyer, including but not limited to storage fees, stay fees and / or actual transportation costs. Delays in payment includes without limitation delays in paying any down payment and balance payment and delays in issuance of any Acceptable Buyer Guaranty (if applicable).



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5.2 Buyer shall timely receive or pick up the Product from the Delivery Point. If the applicable INCOTERM 2020 is DAP or DDP, then Buyer shall make the Delivery Point available for SSGmbH's delivery and allow enough time for SSGmbH to deliver all the Product before the Delivery Date. If the applicable INCOTERM 2020 is DAP, then Buyer shall timely clear customs the Product for import into the country where the Delivery Point is located. If Buyer breaches this Section 5.2, then (a) upon notice to Buyer, (i) SSGmbH is entitled to correspondently suspend delivery of the Products and (ii) the Delivery Date of the affected Product is extended in correspondence to the period of such suspension and (b) Buyer shall indemnify and hold harmless SSGMBH for all reasonable costs incurred by SSGMBH arising from such breach by Buyer, including but not limited to storage fees, stay fees and / or actual transportation costs, due to Buyer's breach of this Section 5.2.

5.3 In the case where Buyer shall be responsible for contracting the carrier for the transportation of the Product, Buyer shall give Seller sufficient advance notice regarding the vessel name and loading point, failing of which, Seller shall not be held responsible for any delay for delivery of Product.

5.4 Unless otherwise expressly set forth in the Purchase Order, the Delivery Point means the place where SSGMBH delivers the Product to Buyer or the nominated carrier (if applicable) pursuant to the applicable INCOTERM 2020 set forth in the Purchase Order. If the applicable INCOTERM 2020 is EXW or FCA, then the Delivery Point shall be one of SSGMBH's warehouses. If the applicable INCOTERM 2020 is FOB or CIF, the Products will be shipped from a port in the country where the Product were manufactured unless otherwise confirmed by SSGMBH.

5.5 If SSGMBH fails to deliver the Product at the Delivery Point by the related Delivery Date, then SSGMBH shall, after ten (10) business days grace period, pay to Buyer as Buyer's sole and exclusive remedy arising from or relating to such late delivery an amount equal to 0.04% multiplied by the Purchase Price of the delayed Product for each day of delay beginning with that date which is the eleventh (11th) day following the applicable Delivery Date ("Delay Liquidated Damages") provided that the total amount of Delay Liquidated Damages shall be capped at 10% of the Purchase Price of the delayed Product. The Parties expressly reserve the right to assert a higher or lower Delay Liquidated Damages actually incurred resulting from late delivery of the Products.

6. Transfer of Risk and Property, Retention of Title

6.1 The risk of accidental damage or loss of the Product shall pass to Buyer upon delivery of such Product to the Delivery Point.

6.2 All supplied Product remain Seller's property ("Reserved Property"), at the risk and expense of Buyer, until Buyer has paid all outstanding accounts for the Reserved Property. If the value of all security interests to which the SSGMBH is entitled exceeds the value of all secured claims by more than 20%, SSGMBH shall release a corresponding part of the security interests at the request of the Buyer; SSGMBH is entitled to choose between different means of security when releasing.

6.3 For the duration of the retention of title, Buyer may not pledge the Reserved Property or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the reservation that title shall not pass to the customer until the customer has fulfilled its payment obligations.

6.4 If Buyer resells Product subject to retention of title, he hereby assigns his future claims from the resale against his customers with all ancillary rights - including any balance claims - to SSGMBH by way of security, without the need for further special declarations. If the Reserved Property is resold together with other items without an individual price having been agreed for the Reserved Property, Buyer shall assign to SSGMBH that part of the total price claim which corresponds to the Purchase Price of the Reserved Property invoiced by SSGMBH.

6.5 (a) Buyer is permitted to process the Products subject to retention of title or to mix or combine them with other objects. The processing is carried out for SSGMBH. Buyer shall keep the new object created in this process for SSGMBH with the care of a prudent businessman. The new item shall be deemed to be Reserved Property.

(b) SSGMBH and Buyer agree already now that in the event of combination or mixing with other objects not belonging to SSGMBH, SSGMBH shall in any case be entitled to co-ownership of the new object in the amount of the share resulting from the ratio of the value of the combined or mixed Reserved Property to the value of the other goods at the time of combination or mixing. The new object is insofar considered as Reserved Goods.

(c) Section 6.4 above shall also apply to the new item. However, the assignment shall only apply up to the amount corresponding to the value of the processed, combined or mixed Reserved Property invoiced by SSGMBH.

(d) If Buyer combines the Reserved Property with real estate or movable property, he shall, without the need for any further special declarations, also assign to SSGMBH by way of security his claim to which he is entitled as remuneration for the combination, together with all ancillary rights, in the ratio of the value of the combined Reserved Property to the other combined goods at the time of combination.

6.6 Until revoked, Buyer is authorised to collect assigned claims from the resale. In the event of good cause, in particular default of payment, cessation of payments, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of Buyer, SSGMBH shall be entitled to revoke Buyer's authorization to collect. In addition, SSGMBH may, after prior warning and subject to a reasonable period of notice, disclose the assignment of security, exploit the assigned claims and demand that Buyer disclose the assignment of security to his customer.

6.7 In the event of seizure, confiscation or other dispositions or interventions by third parties, Buyer shall notify SSGMBH immediately. If a justified interest is substantiated, Buyer shall immediately provide SSGMBH with the information required to assert its rights against the customer and hand over the necessary documents.

7. Limitation on liability

7.1 NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF PROFIT, FEED-IN TARIFF, SUBSIDIES, BUSINESS, REVENUE, ANTICIPATED SAVINGS OR DATA AND IN NO EVENT SHALL THE TOTAL LIABILITY OF SSGMBH EXCEED THE PURCHASE PRICE RECEIVED BY SSGMBH UNDER THIS AGREEMENT, EXCEPT IN CASES WHERE THE LOSS AND DAMAGE IS CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

7.2 SSGMBH'S LIABILITY FOR DELAY LIQUIDATED DAMAGES SET FORTH AT SECTION 5 SHALL NOT EXCEED TEN PERCENT (10%) OF THE PURCHASE PRICE OF THE DELAYED PORTION OF THE PRODUCT HEREUNDER AS OF THE EFFECTIVE DATE. THE LIABILITY OF SSGMBH FOR ANY AND ALL CLAIMS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT AND THE USE THERE OF SHALL UNDER NO CIRCUMSTANCES EXCEED THE SUM OF BUYER'S PAYMENTS FOR THE PRODUCT THAT ARE THE SUBJECT OF THE CLAIM.

7.3 IN CASE OF SIMPLE AND SLIGHT NEGLIGENCE AND BREACH OF CARDINAL OBLIGATIONS; THE LIABILITY IS LIMITED TO TYPICALLY FORESEEABLE DAMAGES. THE LIABILITY FOR INTENT AND GROSS NEGLIGENCE AS WELL AS FOR INJURY TO HEALTH; BOFY AND LIFE IS UNLIMITED.

8. Indemnification

8.1 To the fullest extent permitted by applicable law, each Party ("Indemnifying Party") shall fully indemnify, defend and save harmless the other Party and its directors, officers, shareholders, partners, agents and employees, and the affiliates of the same (collectively, the "Indemnified Parties") from and against liabilities incurred by any Indemnified Parties in connection with or arising from any third party claim for physical damage to or physical destruction of third party property, or death of or personal injury to any person, arising out of the negligent acts or omissions of indemnifying Party or its respective agents or employees or other parties under their respective control. Nothing herein shall be interpreted as creating any indemnification obligation in indemnifying Party for liabilities arising solely from the wilful act or gross negligence of Indemnified Party or Parties under its control.



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8.2. Neither Party shall enter into any settlement that would have a material adverse effect on the rights of the Indemnifying Party under this Agreement without the prior written consent of the applicable indemnified Party (such consent shall not be unreasonably withheld). The applicable indemnified Party shall (i) notify the indemnifying Party promptly of the receipt of any claim creating indemnification obligations hereunder, (ii) will not take any position adverse to the indemnifying Party regarding such claim, (iii) allow the indemnifying Party sole control of the defence and / or settlement thereof, (iv) make no admissions or other statements which may be prejudicial to the indemnifying Party, and (v) will give the indemnifying Party information and reasonable assistance to settle and defend the claim.

9. Termination

9.1 Buyer has the right to terminate this Agreement upon written notice to SSGMBH if Delay Li-liquidated Damages accrued under this Agreement exceeds the cap set forth in Section 5.5 and 7.2.

9.2 SSGMBH has the right to terminate the Agreement upon written notice to Buyer if (a) Buyer's delay in any payment or issuance of Acceptable Buyer Guaranty lasts more than ten (10) days, or (b) Buyer breaches Section 5.2 and such breach(s) lasts for more than ten (10) days in aggregate.

9.3 Either Party shall be entitled to terminate the Agreement by providing written notice to the other Party, if the other Party is bankrupt, liquidated or becomes insolvent. Notice shall be given to the other Party of such bankruptcy, liquidation or insolvency within ten (10) days after such Party is or should be aware of such situation or procedure. However, SSGMBH's right to claim payment for delivered or manufactured Product and its right to other remedies shall not in any event be prejudiced by termination of this Agreement in accordance with this Section 9.3.

9.4 If a Party fails to comply with any material provision of the Agreement not otherwise set forth in Section 9 and fails to cure or remedy such failure within thirty (30) days after notice is made by the other Party demanding that the breaching Party cure the same, the non-breaching Party shall have the right to terminate the Agreement by providing written notice to the breaching Party.

9.5 Upon termination of the Agreement by Buyer pursuant to Section 9.1 and 9.4, without prejudice to Buyer's other remedies under this Agreement and applicable laws, SSGMBH shall immediately pay to Buyer any amount owed by SSGMBH to Buyer under this Agreement which amount shall be due to Buyer no later than fifteen (15) business days after the termination.

9.6. Upon termination of this Agreement by SSGMBH pursuant to Section 9.2 and 9.4, without prejudice to SSGMBH's other remedies under this Agreement and applicable laws, (a) Buyer shall immediately pay to SSGMBH the full Purchase Price of delivered Products whether or not such price is due at the time of such termination, (b) SSGMBH may retain all payments received related with undelivered Product as liquidated damages, (c) if no down payment was made by Buyer for undelivered Product, then Buyer shall pay liquidated damages amounting to 15% of the total price of the unrealized quantity of Product without prejudice to SSGMBH's other remedies under this Agreement. The amount payable under this Section 9.6 shall be due to SSGMBH no later than fifteen (15) business days after the termination.

9.7 If Buyer terminates the Purchase Order without a good cause hereunder or under the applicable laws, in addition to all the remedies available to SSGMBH under the applicable laws, SSGMBH shall be entitled to the remedy set forth in Section 9.6 (a) through 9.6 (c).

10. Force Majeure

10.1. "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that prevents or impedes a party from performing one or more of its contractual obligations under the Agreement, if and to the extent that the Party affected by the impediment ("the Affected Party") proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the Agreement; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

10.2. Where a Party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the Agreement, the Party may invoke Force Majeure only to the extent that the requirements under Section 10.1 are established both for the Party and for the third party.

10.3. In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under Section 10.1, and the Affected Party only needs to prove that condition (c) of Section 10.1 is satisfied:

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- (b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- (c) currency and trade restriction, embargo, sanction;
- (d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
- (e) plague, epidemic, natural disaster or extreme natural event;
- (f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- (g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

10.4 The Affected Party shall give notice of the event without delay to the other Party.

10.5 A Party successfully invoking this Section 10 is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or from any other contractual remedy for breach of the Agreement, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. The other Party may suspend the performance of its obligations, if applicable, from the date of the notice.

10.6 Where the effect of the impediment or event invoked is temporary, the consequences set out under Section 10.5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other Party as soon as the impediment ceases to impede performance of its contractual obligations.

10.7 The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the Agreement.

10.8 Where the duration of the impediment invoked has the effect of substantially depriving the Parties of what they were reasonably entitled to expect under the Agreement, either Party has the right to terminate the Agreement by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the Agreement may be terminated by either Party if the duration of the impediment exceeds 120 days.

10.9 Where Section 10.8 above applies and where either Party has, by reason of anything done by the other Party in the performance of the Agreement, derived a benefit before the termination of the Agreement, the Party deriving such a benefit shall pay to the other Party a sum of money equivalent to the value of such benefit.

11. Confidentiality and Personal Data Protection

The Parties agree that all written and oral information exchanged by the Parties shall be held in strict confidence and will be kept confidential, provided that such obligation will not apply in the event (a) to disclose to such Party's affiliates, subcontractors, vendors, suppliers, employees, potential or actual lenders, potential actual investors, counsel, accountants or advisors who have a need to know such information and (b) that any judicial or administrative proceeding or any governmental or regulatory authority of which a party is subject to require disclosure of such confidential information, and provided further that the party subject to the requirement has taken commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to the information and has given prompt



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notice of the requirement to the other Party. In the event of Section 11 (a), the disclosing Party shall ensure that the recipients are aware of the confidential name of the disclosed information and that the recipients are bound by confidentiality obligations no less than that required under this Section 11.

12. Non- assignment and Non waiver

12.1 This Agreement may not be assigned by either Party without the advance written consent from the other Party. Nothing herein shall be interpreted as limiting SSGMBH's right to subcontract all or any portion of its obligations under the Agreement; provided, however, SSGMBH shall remain liable to Buyer for all such obligations.

12.2 This Agreement is made and entered into for the sole protection and legal benefit of Buyer and SSGMBH, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with the Agreement.

12.3 Failure by SSGMBH to enforce at any time any provision of this Agreement shall not be construed as a waiver of SSGMBH's right to act or to enforce any such term or condition and SSGMBH's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by SSGMBH of any breach of Buyer's obligations shall constitute a waiver or any other prior or subsequent breach.

13. Governing law and Dispute Resolution

13.1 This Agreement shall be governed by and construed in accordance with the laws of Germany. The application of the United Nations Convention on International Sale of Goods is hereby excluded.

13.2 In the event any dispute, claim or controversy arises out of or in connection with this Agreement, the Parties shall consult in good faith to reach an amicable settlement in relation to the disputed matter. If the disputed matter is not amicably settled between the Parties within thirty (30) days after one Party has received from the other Party written notice setting out the details of the dispute, claim or controversy, such disputed matter shall be finally settled as set out in Section 13.3 and Section 13.4.

13.3 In the event any dispute, claim or controversy arises out of or in connection with any technical aspect of the Product which cannot be settled through amicable negotiations as set forth in Section 13.2, it shall be referred to the (i) TÜV Rheinland (Cologne, Germany), (ii) Fraunhofer ISE (Freiburg, Germany), (iii) ZSW (Stuttgart, Germany) or (iv) PI Berlin, (Germany) ("Independent Laboratory"). The opinion of the Independent Laboratory shall be final and binding on the Parties.

13.4 With respect to any matters other than the matters referred to in Section 13.3, any dispute, claim or controversy arising between the Parties in connection with the Agreement including any question regarding its existence, validity or termination, or its subject matter or formation which cannot be settled through amicable negotiations as set forth in Section 13.2 shall be referred and finally shall be finally settled (i) if the total dispute amount under the Agreement is not more than EUR 100,000,00 (or equivalent) by the ordinary courts in Frankfurt am Main (Germany) (local jurisdiction) and (ii) if the total dispute amount under the Agreement is EUR 100,000,00 or more (or equivalent) under the Rules of Arbitration of the International Chamber of Commerce (ICC-Rules) by one or more arbitrators appointed in accordance with the said Rules. The seat, or legal place, of arbitration shall be Frankfurt am Main, Germany. The language to be used in the arbitral proceedings shall be English.

14. Change in Law

14.1 If, after the Execution Date of the Purchase Order until delivery of the Product, in case there is a change of law that affects the performance of SSGMBH's obligations under the Agreement, then SSGMBH shall notify Buyer expressing its opinion on the likely effects of such change in law and giving details of its opinion of whether (i) any change in the Purchase Price of the Product is required; (ii) any change in the Product to be supplied by SSGMBH under the Agreement is required; (iii) any changes are required to the terms of the Agreement to deal with such change in law or (iv) any increase or decrease in costs or delay is likely result from the change in law.

14.2 After the Buyer has been made aware of the change of law, the Parties shall, not later than fifteen (15) days after such change in law has been brought to the notice of Buyer, mutually discuss and reach agreement on the implication of such change in law to the Agreement. In the event, that the Parties fail to reach a mutual settlement within thirty (30) days, SSGMBH shall have the right to terminate the Agreement and shall not be obliged to perform its obligations. Section 10.9 shall apply mutatis mutandis.

15. Miscellaneous

15.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous contracts, discussions, correspondence, negotiations, drafts, contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the purchase of Products and other matters referred to in this Agreement.

15.2 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives). A waiver of any right or remedy under the Agreement or by law is only effective if it is given in writing and is signed by the person waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by any person to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

15.3 All notices required hereunder shall be in writing and signed by or on behalf of the Party giving it and effective upon receipt by the receiving Party when delivered by certified mail, overnight delivery or hand delivery at the address of each Party as set forth in the Purchase Order.

15.4 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Section shall not affect the validity and enforceability of the rest of the Agreement.

15.5 Except as expressly provided to the contrary in this Agreement, a person who is not a Party to this Contract shall not have any rights under the Contract to enforce any term of this Contract (no "Vertrag zugunsten Dritter" in the meaning of Section 328 German Civil Code).

15.6 The provisions of Section 2, 3, 4, 7, 8, 9, 11, 12, 13 and 15 shall survive termination or discharge of the Agreement and shall continue to be binding upon the Parties.

15.7 The Agreement may be delivered to each Party by fax or by email and such delivery shall be effective and binding. The Parties acknowledge and agree that after the execution and delivery by fax or email, additional copies of the Agreement may be circulated for signature so that each Party will retain a fully executed original. The circulation of the additional copies for original signatures shall in no way diminish or affect the binding effect of the Agreement previously signed in counterparts and delivered by fax or email.

15.8 This Agreement takes effect only after being executed by SSGMBH and Buyer. For the avoidance of doubt, this Agreement is not binding on SSGMBH if it's signed solely by Buyer.