



## GENERAL BUSINESS TERMS AND CONDITIONS SOLAR SOLUTIONS GMBH FOR AEG SOLAR PRODUCTS

### 1. APPLICATION

The following provisions govern the contractual relations in the sale of photovoltaic modules between the Solar Solutions GmbH (hereinafter referred to as "Solar Solutions") and businesses, i.e. natural or legal persons or unincorporated companies with whom Solar Solutions enters into a business relationship and who are carrying out a commercial or independent professional activity (hereinafter referred to as "buyers"). Any other terms and conditions set by the buyer have no validity. These Terms and Conditions also apply to all subsidiaries and affiliated companies, even if Solar Solutions is aware of other terms and conditions set by the buyer and supplies photovoltaic modules to the buyer without reservation. The buyer's conditions of purchase are not made part of the contract of sale, either by acceptance of the order or by execution of the contract. Exceptions are possible upon written consent from Solar Solutions. With the conclusion of the contract, the buyer agrees to these terms and conditions. The terms and conditions apply only to businesses within the meaning of § 310 par. 1 BGB. (German Federal Code of Law)

### 2. CONCLUSION OF THE CONTRACT

- a) Contract offers from Solar Solutions are subject to change. The order by the buyer is a binding offer. Contracts come into being only after written order confirmation or delivery from Solar Solutions, unless there are other written agreements. The scope of the contractual performance to be carried out is exclusively determined by the order confirmation from Solar Solutions.
- b) details of the properties and performance of the goods are for illustration only and are not binding, unless otherwise agreed in writing, for example in the technical product specification or data sheets. Similarly, public statements, claims or advertising are not contractual properties of the product. The right to make minor deviations from specifications regarding dimensions, weights, composition and quality is reserved.
- c) Solar Solutions reserves ownership and use rights and copyright in all illustrations, drawings, calculations and other documentation - including those in electronic form. This is especially true for those documents that are marked as "confidential". Before passing them on to third parties or making copies, the buyer must have express written consent from Solar Solutions. The buyer is obliged to keep these documents confidential, as well as the information contained therein.
- d) Solar Solutions reserves the right to make changes even after sending the order confirmation, provided that such changes do not conflict with the order confirmation or the buyer's specifications. The buyer is to agree to any other changes proposed by Solar Solutions, if these are reasonable for the buyer.
- e) The buyer is only entitled to assign claims validly against Solar Solutions with the written consent of Solar Solutions.

### 3. PRICES AND PAYMENT TERMS

- a) Prices quoted are ex-works plus the legally applicable rate of VAT and any transport costs. If no separate written agreement has been made, the buyer is obliged to pay 100% of the agreed purchase price, including additional cost, in advance. If the buyer defaults on payment, Solar Solutions is then entitled to charge default interest at the rate of 8% above the base rate. The buyer retains the right to prove lower damages. On the other hand, if Solar Solutions can prove higher damages due to the delay in payment, it is entitled to claim them.
- b) Solar Solutions reserves the right to adjust prices for contracts with a delivery time of more than three months, in proportion to cost increases due to additional costs for personnel, transportation and storage, the introduction or revision of taxes or increases in material prices that occurred after the contract date. However, this price increase is permitted only up to a maximum increase of 5% of the agreed price.
- c) If partial payments are agreed, the total remaining debt - regardless of the maturity of any bills of exchange - becomes liable for immediate payment, if the buyer defaults wholly or partly in making at least two consecutive instalment payments and the amount for which payment is in default is at least one tenth of the purchase price.
- d) The buyer only has offsetting or retention rights if its counterclaims are legally established or are undisputed or recognized by Solar Solutions.

### 4. DELIVERY

- a) Delivery dates and times are to be agreed in writing between the Buyer and Solar Solutions in relation to each order. Delivery periods begin with the conclusion of the contract. The delivery times for photovoltaic modules are approximate times and are only binding when

expressly agreed in writing. Should contract changes be subsequently agreed in writing, a new delivery date or a new delivery period must be agreed at the same time.

b) Compliance with the agreed deadlines for the delivery requires the timely and proper fulfilment of the obligations of the buyer. If the delivery cannot be met due to force majeure, riots, acts of God, labour disputes or other events that are beyond the control of the Solar Solutions, then the delivery time will be extended accordingly until these events no longer apply.

c) Should Solar Solutions be in default with the supply of photovoltaic modules, then the liability for each completed week of delay is limited to one half of one percent of the invoice value of the delayed supplies, and however, is limited in total to not more than five percent of the invoice value of the delayed supplies. If Solar Solutions should be in default, the buyer is to grant a reasonable time for delivery. Should this deadline also not be complied with, the buyer is entitled under the law to rescind the purchase contract. The aforementioned compensation and the right of withdrawal are the only remedies for the buyer in respect of delivery delay. All further claims are excluded.

d) Supplies are also to be accepted if they have only minor defects. In this case, the buyer is only entitled to a reduction in price. Partial deliveries are permissible provided these are deemed reasonable for the buyer.

f) If the buyer is in default of acceptance, Solar Solutions is entitled to demand compensation for the resulting damages. In the case of a delay in acceptance, the risk of accidental deterioration and accidental loss of the photovoltaic modules falls on the buyer.

## 5. PASSING OF RISK

a) The risk passes to the buyer when the goods have been dispatched.

b) The Buyer shall be obliged to accept the goods delivered by Solar Solutions immediately on the day of delivery.

c) Delivery is EXW (Incoterms 2010), unless otherwise agreed in writing.

d) The liability of Solar Solutions for delays in delivery for reasons related to the transport of goods is excluded.

## 6. RETENTION OF TITLE

a) Until all claims (including all balance claims from current account), that Solar Solutions has against the buyer for any legal reason, now or in the future, are satisfied, the delivered goods remain the property of Solar Solutions. Processing or conversion is always on behalf of Solar Solutions as a manufacturer, but without obligation for the latter. If the ownership of Solar Solutions is extinguished through incorporation, it is hereby agreed that ownership in the common property in proportion to its value (invoice value) is to be transferred to Solar Solutions. The buyer is to look after this (joint) property of Solar Solutions free of charge. Goods of which Solar Solutions has (joint) ownership, are hereinafter referred to as reserved goods.

b) The Buyer shall be entitled to process the reserved goods in the ordinary course of business and to sell them, as long as he is not in default. Pledges or assignments are not permitted. Any claims regarding the reserved goods (including all balance claims from current account) resulting from a resale or any other legal reason are, for the avoidance or doubt, transferred as of now by the buyer to Solar Solutions with all ancillary rights to their full extent. Solar Solutions hereby revocably authorizes the buyer to collect the claims assigned to Solar Solutions for its account in their own name. This authorization may be revoked only if the buyer does not meet his payment obligations correctly.

c) In the case of seizure by third parties of the reserved goods, the buyer shall indicate the ownership of Solar Solutions and notify the latter immediately. Costs and damages are to be paid for by the buyer.

d) Solar Solutions is entitled to withdraw from the contract and reclaim the goods in the case of breach of contract by the buyer, especially in case of default in payment. The withdrawal shall be effected by a written declaration from Solar Solutions. After taking back the goods, Solar Solutions is entitled to sell them. The proceeds of the sale are to be deducted from the buyer's liabilities - minus reasonable selling costs.

## 7. CONTRACTUAL LIEN

Because of its claims from the contractual relationship with the buyer, Solar Solutions is entitled to a contractual lien on any objects that come into its possession as a result of that contractual relationship. The contractual right of lien can also be asserted in relation to claims from earlier work performed, replacement deliveries and other services, insofar as they relate to the subject matter of the contract. For other claims against the buyer, the contractual lien only applies if these are undisputed or judicially determined.

## 8. WARRANTY

a) The warranty is valid for a period of two years from delivery of the photovoltaic modules. In case of a defective delivery Solar Solutions are first obliged, at its discretion, either to repair the damage or to provide new photovoltaic modules. Only in the event of failure to make a replacement or repair within a reasonable period, can the buyer can assert his other statutory warranty rights (reduction of price or rescission in respect of the defective photovoltaic modules). The buyer is obliged to send the defective photovoltaic modules back to Solar Solutions. Solar Solutions is to bear the cost of this delivery.

b) In evaluating the condition of the goods, in principle the only properties to apply are those agreed upon, which appear in the technical

product specifications and the information sheet. Public statements, recommendations or advertisements do not contain binding descriptions of the agreed condition of the goods.

c) Solar Solutions is not providing a “guarantee of quality” in terms of the photovoltaic modules within the meaning of § 443 BGB, nor do the data provided by Solar Solutions constitute an “assumption of a guarantee” or warranted characteristics of the photovoltaic modules.

d) The assertion of warranty claims by the buyer require that he has properly fulfilled his obligations with regard to inspection and complaint according to § 377 HGB (German Code of Commercial Law).

e) Solar Solutions makes no warranty in respect of defects that are attributable to materials or activities that have been clearly stipulated by the buyer in the sales contract, or that occur to equipment or materials that the buyer has provided. If the buyer or a third party appointed by him makes a faulty repair, there is no guarantee rights for the buyer. This also applies to all defects due to faulty installation and maintenance of the photovoltaic modules by the buyer or third parties appointed by him.

f) Any further liabilities of Solar Solutions are excluded, especially those arising from indirect and consequential damages caused by defects, provided that these were not caused by non-compliance with warranted specifications. This does not apply to compulsory requirements under the Product Liability Act.

g) Should the buyer resell the delivered goods in a modified form or in combination with other goods, the buyer thereby releases the Solar Solutions internally from the product liability claims of third parties, provided that the buyer is responsible for any errors that have caused the liability.

## 9. OTHER LIABILITY

a) In addition, claims from the buyer for damages are excluded, regardless of the legal reason. This does not apply in cases of intent, gross negligence and breach of contract. Damages for the breach of fundamental contractual obligations are limited to the damages that might be foreseen in this type of contract. No change to the burden of proof to the detriment of the buyer is connected with the above provisions.

b) If the buyer resells the delivered objects, modifies or combines them with other goods, he shall release Solar Solutions in the internal relationship from the product liability claims of third parties, insofar as the buyer is responsible for the defect causing the liability.

c) A change in the goods and any marking that equate to a sign that they originated with the buyer or a third party, are not permitted.

## 10. EXCLUSION OF LIABILITY

The disclaimers or limitations of liability provided for in these terms and conditions do not apply to:

(i) damages resulting from injury to life, body or health, based on a negligent breach of duty by Solar Solutions or an intentional or negligent breach of duty by a legal representative or vicarious agent of Solar Solutions,

(ii) Any other damage caused by a grossly negligent breach of duty by Solar Solutions or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of Solar Solutions,

(iii) Cases of liability under the Product Liability Act or

(iv) In the case of an explicit assumption of a guarantee.

## 11. RIGHT OF CANCELLATION AND WITHDRAWAL

a) Solar Solutions has the right to withdraw from all or part of the contract if:

(I) the opening of insolvency proceedings over the Buyer's assets is applied for, or

(II) it becomes known that the buyer was deemed unworthy of credit at the time the contract was concluded, or

(Iii) the buyer ceases its operations.

b) For continuous supply relationships, the right of rescission is replaced by the right to extraordinary termination without notice.

## 12. SEVERABILITY, LEGAL VENUE, APPLICABLE LAW

a) If any part of these terms and conditions are invalid or inconsistent with applicable law, the remaining terms and conditions shall not be affected.

b) The place of performance and jurisdiction is the registered office of the Solar Solutions GmbH. The contractual agreements shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) Convention is excluded.

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