

General terms and conditions of the Heckert Solar AG, Chemnitz/Germany

1. General terms

- 1.1. Deliveries and services of the Heckert Solar AG (herein after called Heckert Solar) are affected exclusively under the following terms.
- 1.2. After an offer, confirmation of the order and the placing of the order, the purchaser acknowledges that the sales and delivery terms are valid for the total duration of the business relationship. Once the sales and delivery terms have been agreed on, they are also valid and binding for all future contracts.
- 1.3. Any deviation from the agreed upon sales and delivery terms require written confirmation.

2. Agreement offers

- 2.1. All offers of Heckert Solar are subject to change without notice. Any documents pertaining to an offer such as illustrations, drawings, measurements and declarations of weight are only approximately authoritative. Obvious mistakes, scribal errors, misprints and miscalculations are not binding.
- 2.2. Orders are only binding through a written confirmation of Heckert Solar. Side agreements, reservations etc. of a contract require the written confirmation of Heckert Solar to become valid.
- 2.3. Heckert Solar reserves the unlimited property as well as the copy right for quotations, drawings and other documentations. The transfer of the documentation to third parties or the reproduction requires the written agreement of Heckert Solar.

3. Transport, packaging, transfer of perils

- 3.1. The mentioned date on the confirmation of order is exclusively binding as the period of delivery. The beginning of a period of delivery requires that all necessary documents are submitted and that the payment was received.
- 3.2. Heckert Solar is relieved of its obligation to deliver should such delivery be prevented by circumstances beyond our control, acts of god, or other unforeseen events whose removal cannot be reasonably expected.
- 3.3. In case of a delay in the delivery, Heckert Solar has the right to set an appropriate period of grace to the purchaser. An entitlement to damages is therefore not reasonable. If Heckert Solar is not able to deliver the goods within the period of grace, the purchaser has the right to withdraw from the contract under the exclusion of further requirements.
- 3.4. Heckert Solar can cancel the delivery without prior notification if the purchaser is in default of payment or should adverse financial circumstances become known after the event, such as the protest of a check or bill of exchange, or a settlement or bankruptcy petition.
- 3.5. The risk is transferred to the purchaser as soon as the delivery has been made ready by Heckert Solar in stock even in those cases when delivery has been agreed upon as carriage paid. Heckert Solar will insure the shipment against breakage, transport damage and fire on request and at the cost of the purchaser.
- 3.6. The delivered goods have to be accepted by the purchaser even in the event that they evince negligible defects, partial delivery is admissible.
- 3.7. The Customer shall dispose of packing materials and pallet(s) at his own expense.

4. Prices and terms of payment

- 4.1. All our prices are quoted ex works Chemnitz / Germany, exclusive of value-added tax, packaging and shipping costs unless otherwise stipulated in written.
- 4.2. Should the prices generally be raised of Heckert Solar, Heckert Solar is entitled, when the purchaser is a merchant who has been entered as such in the commercial register, to also raise the prices agreed upon between them in the same manner. With the availability of the delivery for the purchaser the pecuniary claim of Heckert –Solar becomes payable.
- 4.3. Unless otherwise agreed, the invoice amount is payable within 8 days from the invoice date without deduction. An agreed cash discount deduction requires the fulfillment of all obligations of the purchaser in due time. Unauthorized cash discount deduction will be demanded in addition. If dates of payment shall be accessed, the agreement entails further legal claims and default interest according to the code of civil law without notice.
- 4.4. Objections against invoices and payments in advance entitle one to a delay or denial of payment only in cases when obvious mistakes are at hand.
- 4.5. Invoices of Heckert Solar can only be reckoned up with indisputable or valid specified counter claims.

5. Warranty

Heckert Solar renders warranty for defects shown as well as the lack of assured properties as follows:

- 5.1. In case of visible transport damages, the forwarder has to confirm the purchaser the damage on the delivery document. The goods have to be check directly for damages. The purchaser has to indicate a transport damage to Heckert Solar within 2 days in written. This event requires the presentation of the delivery document, on which the forwarder accepted the transport damage
- 5.2. Complaints due to identifiable external defects can only be taken into consideration if they are made in writing without delay, at the latest within 7 days upon receipt of the goods.
- 5.3. In case of a legitimate complaint, Heckert Solar has the option either to repair the goods or to deliver a faultless replacement. The buyer has the right of withdrawal in such cases when we have allowed an adequate additional respite, that we have set to remove the cause of the acknowledged defect, to elapse without due cause. In the case of an acknowledgement shortfall or missing parts it is at our opinion to either deliver the missing items in addition or to issue an appropriate voucher.
- 5.4. We shall have no responsibility or liability whatsoever for damage that has arisen within the framework of the warranty and which is due to a violation of the secondary duties of this contract, ill-advised counsel, unlawful acts, culpable violation of the liability for rework or replacement or injury resulting from any cause whatsoever arising out of or related to the product. Claims for damages due to a lack of assured goods are also excluded when the assurances were not made for the purpose of avoiding the consequential loss of damages.
- 5.5. The warranty terms and periods for our solar technical products, price lists, brochures, offers and any other documents are subject to change without notice and are documented separately.

6. Reservation of title

- 6.1. The delivered goods remain property of Heckert Solar until all outstanding accounts resulting from the business connection have been cleared, including the clearance of any and all payments by check.
- 6.2. Resellers are granted the right to sell our reservation goods within the framework of an orderly business volume in their own name. The seller cedes the claim from the further disposal to us Heckert Solar. Heckert Solar accepts the act of transfer. For the disposal of the reservation goods, after the processing or linking with other goods that do not belong to Heckert Solar is the act of transfer for the claim to an amount not exceeding the invoice value of our reservation goods valid. The seller is only authorized to collect the transferred claims as long as he has discharged his liabilities to pay us in an orderly manner. The seller has to retain the property against his acceptors till they have paid the full selling price.
- 6.3. The purchaser is not authorized to issue a pledge or security bill of sale of the reservation goods of Heckert Solar. He is under obligation to notify Heckert Solar immediately of the access of any third party to the reservation goods. The purchaser is prohibited from making agreements regarding prohibiting an act of transfer.

7. Data processing

The personal data of the purchaser which are obtained through the framework of business relationship will be saved of Heckert Solar according to the provisions of the Federal Data Protection Act.

8. Final prescription

- 8.1. The place of performance for all the obligations ensuing from the contractual relationship is Chemnitz, Federal Republic of Germany.
- 8.2. If a part of this contract is held invalid, such holding shall not affect all other parts of the contract. The contractual partners, as far as possible, shall replace the invalid prescription with one that in terms of economic importance matches the original prescription as closely as possible.
- 8.3. The contractual relationship is exclusively subject to the right of the Federal Republic of Germany. The execution of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

These general terms and condition are valid from the 1.11.2009 and abrogate all previous ones.