

## General Terms and Conditions of Renusol GmbH

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All versions issued previously will no longer be valid.

### § 1 General Information - Scope

1. These General Terms and Conditions (hereinafter referred to as "**AGB**") shall apply to all current and future business relations between the Renusol GmbH, Piccoloministraße 2, 51063 Köln (hereinafter referred to as „**Renusol**“ or „**we**“) and entrepreneurs (§ 14 German Civil Code), traders, legal persons under public law or a special fund under public law (hereinafter referred to as „**Customer**“).
2. These AGB shall be considered to be a framework agreement, also for future contracts, between Renusol and the customer on the sales and/or the delivery of goods and/or the provision of services, without the need for Renusol to point to it in each individual case. These AGB can be viewed on Renusol's website [[www.renusol.com](http://www.renusol.com)] at any time.
3. These AGB shall apply exclusively. Deviating, contrary, or additional General Terms and Conditions issued by the customer shall not be part of the contract, even if Renusol has notice of them, unless Renusol has expressly agreed to them in writing.
4. Renusol has the right to modify these AGB at any time. The amended AGB shall become valid after the customer has agreed to them again before its next order placement. Contracts concluded with the customer before the AGB were amended shall not be affected by the alteration; they are always processed according to the AGB valid at the time of the conclusion of the contract.
5. The obligations stated in § 312e section 1 p. 1 No. 1 to 3, p. 2 BGB (German Civil Code) do not apply to the relationship between Renusol and the customer. References to applicable legal regulations are only for the avoidance of doubt. The legal regulations shall also apply without such a clarification if this is not directly modified or explicitly excluded in these AGB.

## **§ 2 Quotation, Order and Conclusion of Contract**

1. Our quotations are subject to alteration and not binding. This shall also apply until the customer has placed the order, when Renusol leaves catalogues, leaflets, technical documentations (e.g. drawings, plans, calculations, references to standards) or other product or technical specifications to the customer or Renusol has provided information on it. Subject to §§ 8 bis 10, Renusol does not guarantee that the goods sold to the customer in the configuration chosen by the customer will be compatible with each other and can be used in common without deficiencies or together with other facilities of the customer; as guaranteed in this respect only such properties of the goods shall be accepted that have been explicitly specified by Renusol as guaranteed properties.
2. The customer's written order of the goods is a binding offer of the customer to Renusol to conclude a contract on the purchase of the goods. We are entitled to accept the customer's offer within two weeks after receipt. The acceptance can be confirmed in writing or by the preparation of the goods for dispatch to the customer; in this case, the customer waives the acceptance notification according to § 151 p. 1 BGB (German Civil Code)
3. We reserve the right of ownership, copyright and all other rights to the offers, the cost estimates, drawings, product descriptions, documentations and other documents. This also applies for electronic documents. Especially the calculation aids provided by us are subject to the copyright. Only those calculations created by means of these calculation aids may be issued.

## **§ 3 Extended reservation of ownership, processing and release in case of overcollateralization**

1. We reserve the right of ownership of the goods until all current and future claims of the contract and in the current business relation with the customer have been paid completely.
2. The customer is obligated to take care of the goods delivered under reservation of ownership. If maintenance and inspections works are required, the customer must get them performed on its own charge, provided that they are not subject to the liability for defects according to § 8.
3. The customer is obligated to inform us immediately about a third party's access to the goods under reservation of ownership, for instance in case of an attachment, as well as possible damage or the elimination of the goods. The customer shall immediately notify a change of ownership in the goods as well as of its own registered place of residence
4. The customer is entitled to resale the goods under reservation of ownership in an ordinary business routine. The customer herewith assigns to us all claims that accrue against third parties through resale of the goods to the value of the invoice amount. We accept the

assignment. After the transfer the customer is authorized to collect the receivables. . We reserve the right to collect the receivables ourselves in case the customer does not meet the payment obligations and is in default of payment.

5. The handling and processing of the goods by the customer will always be carried out on our behalf. If the purchased goods are processed jointly with other items not being our property, then we acquire co-ownership in the new items in relation of the value of the purchased goods to the other objects processed at the time of processing. The same applies if the goods are mixed with other objects that do not belong to us. If so requested by the customer, we undertake to release securities to which we are entitled to the extent that the value of our securities exceeds the value of the debts to be secured by more than 20%; the selection of the released securities is at our discretion.

#### **§ 4 Delivery and delivery periods**

1. The delivery times stated by Renusol are nonbinding unless Renusol has exceptionally designated them as binding. Adherence to the delivery periods requires that the customer has fulfilled its duty to cooperate. If the fulfilment of a delivery period, which has been designated as binding for us, depends on the customer's co-operation, Renusol shall inform the customer about it in due time.
2. If Renusol cannot meet the binding delivery periods for reasons not attributable to Renusol, Renusol shall inform the customer immediately about it and at the same time, state the new expected delivery period. If the performance is also not available within the new delivery period , Renusol shall be entitled to withdraw from the contract completely or partly; any counter-performance executed by the customer will be reimbursed by Renusol without delay. Circumstance for which Renusol is not responsible and which cause the exceeding of the agreed delivery period shall be seen as the not-in-time delivery to Renusol by pre-suppliers, when Renusol has contracted a congruent covering transaction. Renusol's right of withdrawal and cancellation as well as the statutory regulations on the execution of a contract in case of an exclusion of the obligation to perform shall not be affected.
3. A binding delivery period shall be reasonably extended when Renusol is not able to provide the performance as a whole or in essential parts by force majeure (power supply failure, interruption of communication network or Internet, fire, explosion, earthquakes, storm, flood, industrial action). Renusol shall notify the customer immediately about the existence for force majeure and shall inform the customer about the new binding delivery period. The extension refers to the duration of the existence of the force majeure at Renusol's side plus further three workday for the resumption of the business activities by Renusol. This clause applies in the same way when not Renusol but the respective pre-supplier of the goods bought by the customer is not able to provide the required performance due to force majeure or Renusol cannot meet a binding delivery period despite the conclusion of a congruent covering transaction (§ 4.2).
4. Also without a corresponding agreement with the customer, we are entitled to deliver partial deliveries provided they are reasonable for the customer. In this case, the costs for the

partial deliveries are born by Renusol notwithstanding § 5.1, when they exceed the costs arising for the overall shipment of the goods bought by the customer.

## **§ 5 Payment**

1. Unless otherwise specified, the prices apply ex-works including loading and packaging in our factory. The current legal value of the value added tax is not included in the price and has to be added. Possible customs, charges, assurances, taxes and other public fees have to be born by the customer.
2. Our invoices will immediately be due and have to be paid by the customer within 30 days. After the period for payment has expired, the customer will be in default. During the default, the statutory default interest rate has to be added to the due payment. We reserve the right to claim for further compensation. To traders, Renusol's claims on the commercial maturity interest (§ 353 German Commercial Code) shall not be affected.
3. The customer shall only be entitled to set-off when its counter-claims have been legally ascertained or accepted by us. The customer can only exercise any right of retention when its counter-claim arises from the same contractual relationship.
4. The deduction on the basis of an early payment discount requires a prior and explicit agreement.

## **§ 6 Cancellation of orders / Retours / Credit notes**

1. The customer can withdraw from an already concluded contract without giving reasons within one week after date of the conclusion of the contract. We reserve the right to invoice a cancellation fee of 20 % of the corresponding order value to the customer's account. A cancellation of orders after the shipment of goods to the customer shall be excluded.
2. In each case, the return of already delivered goods also due to material defects or defects of title require our written confirmation. We cannot accept returns that are made without our prior written permission. The costs for the return delivery shall be born by the sender. Apart from that, the customer's right to claim according to §8 shall remain unaffected.
3. Returns which are not based on a material defect or a defect of title of the goods require, in each case, our written agreement and can be made for a value of goods of at least 150.00 euros (in words one hundred and fifty). The customer shall send the returned goods at the customer's expense and risk to the delivery address quoted in our letter of confirmation. We cannot accept returns that are made without our prior written permission. After the goods have been checked for completeness and intactness the value will be credited. For the credit, a re-warehousing fee of 20% of the corresponding value of goods is deducted. The customer is not entitled to demand the return of the goods already delivered by us.

## **§ 7 Passing of risk**

1. Subject to any deviating agreements with the customer, the risk of accidental loss and accidental deterioration of the goods at the handing over, in case of a mailing purchase at delivering the object to a forwarding agent, the haulier or other people or institutions responsible for the consignment, is passed on to the customer. Delivery shall have occurred even if the customer is in default with respect to acceptance. Unless otherwise explicitly agreed with the customer, we are entitled to decide about the type of shipment ourselves (especially the haulage company, the way of transportation, packaging).
2. In case of agreed self-collection, the passage of risk takes place with the provision of the goods for collection in our warehouse. The customer shall collect the goods within one week after the notice of provision. If the goods are collected with delay, we will reserve the right to charge the storage expenses incurred; further reaching rights due to the customer's default of acceptance shall remain unaffected.

## **§ 8 Liability for defects**

1. The legal regulations shall apply for the customer's rights in case of material defects or effects of title, if it is not otherwise stated as follows: In all cases, this shall not affect the statutory special rules for the final delivery of the goods to a consumer in the course of the supplier's recourse according to §§ 478, 479 BGB (German Civil Code)
2. Basis for the liability for defects is mainly our offer, as the case may be, including the characteristics possibly assured by us. For public statements, blurbs or advertisements provided by the manufacturer or other third parties, Renusol does not assume any liability subject to § 9.
3. In case of traders, the customer's claims for defects presume that they have attended to their statutory duties for examination and notification (§§ 377, 381 section 2 HGB (German Commercial Code)). If a deficiency turns out during the examination or later, Renusol must be informed about it immediately by written notification. Regardless of this examination and notification duty for traders, each customer must immediately report obvious defects (including wrong or short delivery) within two weeks after the delivery date, whereby sending the notice on time will meet the requirements on compliance with the time limit. If the customer omits the correct examination and/or the notification of defect in due time, the customer's claims for compensation against Renusol for the not notified damage shall be excluded.

4. If the customer decides to withdraw from the contract due to a material defect or a defect of title, after subsequent fulfilment has failed, the customer shall not additionally be entitled to compensation of damage due to a deficiency caused by our ordinarily negligently acting.
5. Damages, which occur after the passage of risk due to unsuitable or improper use, wrong assembly, or commissioning by the customer or third parties, natural wear, improper operating means, replacement material, poor execution of works or unsuitable foundation, shall not be covered by the liability for defects, if we should exceptionally be responsible for the existence of the damages. If the customer itself or a third party authorized by the customer, has tried to eliminate the damage or has encroached on the goods in an other way, which caused a new damage after the passage of risk, this shall not be covered by the liability for defects.
6. Due to a special agreement, the customer receives a separate warranty based on our terms of warranty; subject to deviating agreements Renusol does not grant other warranties. The customer's legal claims for defects remain unaffected by such warranties.
7. Deviations from the supplied quantity, especially overdeliveries/underdeliveries of max. 5 % of the contractual quantity are permissible, if the deviation is reasonable for the customer considering Renusol's interests. Reasonable for the customer is each deviation from the supplied quantity which, in case of an underdelivery, does not cause that the customer itself is not able to fulfil its contractual obligations against third parties due to the deviation of the supplied quantity, as well as in case of an overdelivery, it is each deviation from the supplied quantity which does not compel the customer to accept the goods which the customer does not need to fulfil its contractual obligations against a third party after a reasonable time after the delivery. The contractually agreed remuneration has to be adapted depending on the overdeliveries/underdeliveries.
8. The customer is only entitled to receive compensation of damage according to § 9.

## **§ 9 Limitations of liability**

1. Insofar as these AGBs do not specify it otherwise, Renusol shall be liable according to the relevant statutory regulations in case of a violation of contractual and non-contractual obligations. This applies correspondingly for legal representatives and vicarious agents who Renusol uses for the fulfilment of the contract with the customer.
2. We shall be liable for damages regardless of legal basis in case of intent and gross negligence. In case of simple negligences, we shall be liable a) for damages due to the injury of life, body or health, as well as b) for damages due to the violation of essential contractual obligations (obligations that have to be fulfilled only based on the correct execution of the contract and which the customer regularly trusts in or may trust in). In the case an essential contractual obligation has been violated, liability shall be limited to the deemed costs of foreseeable and typical damages; liability for indirect damages, especially lost profit, shall be excluded.

3. The limitations of liability resulting from para. 2 do not apply if we have deceitfully omitted to inform the customer of any deficiencies or have taken on a guaranty for the functionality of the delivered goods as an exception. The same applies to claims asserted by the customer according to the product liability law.

#### **§ 10 Limitation of claims**

1. Notwithstanding § 438 section 1 No. 3 BGB (German Civil Code), the general limitation period for claims from material defects or effects of title for new goods is one year, for used goods it is six months as from delivery. This does not apply to claims for compensation in the cases specified in § 9.2. In the same way, statutory special arrangements remain unaffected in case of fraud through Renusol (§ 438 section 3 BGB (German Civil Code)) and for claims in the supplier's recourse with final delivery to the consumer (§ 479 BGB).
2. The above mentioned terms of limitation also apply to contractually and not contractually claims for compensation asserted by the customer which are based on a deficiency of the goods, unless, in the individual case, the use of the regular legal limitation (§§ 195, 199 BGB) would result in a shorter limitation. The terms of limitation of the product liability law remain unaffected. Otherwise, the statutory terms of limitation shall apply for claims for compensation asserted by the customer according to § 9.

#### **§ 11 Note on the goods and the services provided by Renusol**

1. We point out to the fact that, without exception, the goods delivered by us have to be mounted by an appropriate, specialized professional company which observes the applicable assembly instructions. The goods offered by us are not suitable for the self-assembly through a lay person. Anyhow, if the customer itself or a third party assembles the goods delivered by us without having the required specialist knowledge and, as the case may be, does not observe the provided assembly instructions, this can result in the customer's liability for the damage caused. Renusol does not accept any liability for this, except in the cases specified in § 9.2 and § 9.3.
2. The offers created according to the statements in §2 are based on the details received from the customer. Renusol does not and is not obligated to check whether this data provided by the customer is conclusive, correct and complete, or whether the solar mounting systems configured individually by the customer meet the requirements of the customer or its end customer. Renusol does not guarantee that the solar mounting systems configured individually by the customer are suitable and appropriate for the use intended by the customer or its end customer. Therefore, it is the customer's task immediately to check the offers created by Renusol according to §2 for correctness and completeness referred to the details given by the customer.
3. As far as Renusol offers static calculations for a solar mounting system configured for a customer, this does not entail a binding static calculation for the individual system configured by the customer, but it shall only be a non-binding aid for the customer for an

initial estimation of any static requirements of the respective system. The customer is expressly made aware of the fact that such a non-binding structural analysis does not fulfil the legal requirements. Only when the customer places an appropriate, separate and written order with the duty to remuneration, Renusol will create provable structural calculations on the basis of the details given by the customer for further use. These testable static calculations are the basis for the review to be ordered by the customer to check whether the static calculations of the solar mounting system configured by the customer fulfil the legal requirements and they do not replace the review by the customer.

## **§ 12 Final provisions**

1. Additional oral agreements to the contract with the customer and to these AGBs do not exist. Changes and amendments to this contract as well as all contract-related declarations and notifications shall be made in writing. The written form according to this AGB is also observed through the text form (§ 126b BGB (German Civil Code), especially email and fax). Immediately after receiving an alleged request made by the receiving party, the declaring party must confirm the respective statement immediately in writing (§ 126, BGB).
2. The laws of the Federal Republic of Germany, excluding all international legal orders, especially the UN law on the international sale of goods, shall apply. Conditions and effects of the reservation of ownership according to § 3 are subject to the laws of the respective location of the thing if, according to this, the made choice of law and jurisdiction in favour of the German law is invalid or ineffective.
3. If this AGB have been translated into languages other than German, only the German version shall be legally binding.
4. Place of performance is Cologne.
5. If the customer is a trader, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction will be Cologne, including the international place of jurisdiction, for all disputes arising directly or indirectly from this contractual relation. The same applies if the customer does not have a general place of jurisdiction in Germany or if residence or habitual residence are not known at the time of commencement of action. Renusol is entitled to institute legal proceedings against the customer at its general place of jurisdiction.
6. If any individual provisions of this contract with the customer including these General Terms and Conditions are or become completely or partly ineffective, then this will not affect the validity of the remaining provisions.