

PV Technik GmbH

General Terms and Conditions of Sale

I. Purview

- The following general terms and conditions of sale (AVB) only apply to our customers (hereinafter: purchasers), provided that these are either companies (§ 14 BGB [German Civil Code]), corporate bodies subject to public law or separate estates under public law.
- We carry out all deliveries and services on the basis of the following AVB exclusively. This also applies to all future commercial transactions of this type, even if these conditions are not explicitly referred to in each individual case. Deviating, opposing or supplementary general terms and conditions of sale on the part of the purchaser are hereby rejected. Agreements made with the purchaser for individual cases (including subsidiary agreements, amendments, changes and deviating terms) have priority over the AVB.
- Notes on the validity of statutory regulations only have an explanatory function. Even without such explanation the statutory regulations apply, insofar as they are not directly changed or expressly excluded in this AVB.

II. Contract Formation

- Our offers are always non-binding and subject to change. They merely present an offer to the purchaser to place a respective order. A contract only becomes effective once we have accepted an order. Applications, amendments or changes to an order made orally, by telephone, in writing or in some other electronic form are accepted once we have confirmed them; processing the order, receipt of a delivery note or an invoice to the purchaser shall be seen as confirmation. The purchaser is bound to the order for a period of two weeks from us receiving it. Regarding the content and execution of the order, our order confirmation and the information contained within it is binding.
- The delivery contents are based on the order acknowledgement. Discrepancies in dimensions, weights and unit quantities are permitted within the scope of standard industry tolerance, if they are a result of necessary changes or changes which are beyond our control or in breach of good faith, and insofar as these can be reasonably expected by the purchaser taking into consideration the justified interests of both parties. For custom-made products there can be a discrepancy of up to 10 % between the quantity ordered and that which is delivered.
- We reserve ownership and copyright for estimates, plans and other documentation. This documentation must not be made available by the purchaser to third parties without our express consent.
- Without prejudice to the above mentioned point 2, changes in design and shape, colour discrepancies and changes in the delivery contents of our super are subject to change without notice. This only applies insofar as these were necessary after the contract formation and not brought about by us in bad faith, and only insofar as they can be reasonably expected by the purchaser taking into consideration the justified interests of both parties.
- Should we or the supplier use any symbols or numbers to identify the order or the item of purchase, no rights can be derived solely from this pertaining to the specification of the item of purchase or the delivery contents. This is particularly pertinent for specification of part numbers.

III. Price / Terms of Payment

- Provided that nothing else is stated in the order confirmation, the prices shall be applicable ex-works or ex-warehouse including value added tax (hereinafter referred to as: VAT) at the statutory rate and in addition to transport, packaging and any other additional costs. We will include transport insurance for the delivery of the goods in the name of and at the cost of the purchaser, provided that he want this.
- As long as there are no other agreements, the amount invoiced is due and payable upon receipt. An agreement is required for the deduction of discounts and terms of payment and must be indicated separately on the invoice.
- Non-cash payments shall only be accepted on account of performance. Bills of exchange and cheques shall only be accepted if previously agreed.
- A set-off by the purchaser with counter-claims or the assertion of a right of retention by the purchaser is excluded, unless the set-off or the right of retention rests upon the same contractual relationship, or § 320 BGB, or the counter-claims are undisputed or determined without further legal recourse.
- Should the purchaser fall into arrears of payment or should a considerable deterioration occur in his financial situation, all our claims will be due immediately, even if they are claims from previous contractual relationships. The requirements of the arrears and the amount of interest on the arrears is based on statutory regulations. We expressly reserve the right to assert higher damages due to arrears.
- The purchaser must not assign rights to third parties, especially those relating to claims and warranty, without our prior consent.
- We reserved the right to increase prices in accordance with potential cost increases, for examples as a result of changes in supply agreements, trade agreements or increases in material prices. If the agreed purchase price increases by more than 5%, the purchaser is entitled to rescind the contract. A compensation claim by the purchaser is precluded for such a scenario.
- Interest of 5 % above the base rate p.a. shall be payable on due accounts receivable.
- We are entitled to offset payments of the purchaser first against accounts receivable. In case interest and costs have already arisen, we are entitled to offset payments of the purchaser first against the costs, then against interest and finally against the principal claim.

IV. Terms of Delivery and Transport

- Unless otherwise specified, the date of the delivery slip will correspond to the performance date. Deadlines and dates proposed by us for deliveries and services will always be an approximation, unless a concrete deadline or date has been expressly agreed in writing. Delivery dates must always begin with the date of the contract formation as well as clarification of all technical properties and receipt of an advance payment, to the extent agreed.
- We reserved the right to carry out partial deliveries or partial performances to a reasonable extent.
- The condition of correct and punctual deliveries to us as the supplier remains reserved. We are not responsible for delays caused by late or failed deliveries from our suppliers, or those that are not made in the contractually agreed manner, insofar as no actual fault lies with us. We will immediately inform the purchaser about any such hindrances.
- Our deliveries are made EX WORKS - EXW (Incoterms 2010) unless otherwise agreed.
- We are obliged to take back the transport packaging and all other packaging at our expense, unless the transport packaging has been damaged by the receiver in such a way that reusing it or recycling its materials is no longer possible or only possible with great difficulty, and if this damage is not caused by the way in which the product was delivered and for which the supplier is not responsible.
- In case of delays in delivery caused by acts of God, riots, strikes, lockout, raw material shortages or interruptions of operation for which we are not responsible, also in the case of our suppliers, the time of delivery will be extended by at least the time taken to remedy the fault, insofar at this fault affects the manufacturing or shipping procedures of the item to be delivered. We will immediately inform the purchaser of the time of start and finish of any such hindrances. We and the customer also have the right to partially or fully rescind the contract with the exclusion of all claims to compensation, in case of enduring interruptions of operation caused by acts of God, riots, strikes, lockout, raw material shortages or interruptions of operation for which we are not responsible, or in the event that we have, through no fault of our own, failed to receive deliveries from our own suppliers. Any services rendered are to be remunerated immediately in case of a rescission. The contract partner who intends to rescind a contract in accordance with the aforementioned provisions must announce this with a notice period of two weeks. Enduring interruptions of operation for our purposes can be taken to mean an interruption of more than five weeks.
- Claims for compensation regarding delay in delivery can only be asserted in accordance with the terms of section V.3.

V. Product Defect Rights, Compensation

- If used items are sold, the customer buys the goods in the condition they are in at the time of closing the purchase contract. We assume no guarantee that the products will be free of defects insofar as malice or gross negligence are not the cause.
- Should we be bound to any supplementary performances, these will be ensue either through subsequent improvements or an additional delivery according to our choice. § 377 HGB [German Commercial Code] remains intact. This means in particular that any reclamation is precluded, as long as the goods were further processed despite apparent defects. All kinds of descriptions or information with regard to weight and/or quantity, especially within catalogues, price lists and advertisements, are merely benchmarks or approximate values. They are not binding quality descriptions. Minor, technically unavoidable quality discrepancies of quality, colour, width, weight or equipment should not be considered defects. This also applies to commercial discrepancies. Replaced parts become our property. In the event of fault removals, we are obliged to bear all costs relating to the fault removal, particularly those arising from transport, infrastructure, labour and materials, provided that these do not increase as a result of the item of purchase being transported to a location other than the contractually agreed location. Furthermore, the purchaser is entitled to the other statutory claims of contract rescission and mitigation, provided that the statutory conditions for this have been met. Claims for compensation subsist exclusively in accordance with the following terms.
- In the event of the culpable violation of a fundamental contractual obligation (so-called cardinal duty) we shall be liable for damages. However, the amount will be limited to the amount of the typical and foreseeable damage unless otherwise indicated hereinafter. Cardinal duties are those duties whose fulfillment mainly facilitates the proper performance of the contract and the observance of which the client relies on, and furthermore those whose violation would compromise the attainment of the purpose of contract. The purchaser is entitled to claims for compensation against us in accordance with the statutory provisions and unrestricted to the statutory rate, when these
 - are based on damages to life, body or health and were caused by the deliberate or reckless violation of duty on our part, by one of our statutory representatives or one of our vicarious agents or
 - are based on a deliberate or grossly negligent violation of duty on our part, by one of our statutory representatives or one of our vicarious agents, or based on fraud or
 - are based on the Produkthaftungsgesetz [product liability law] or
 - are based on the violation of a duty from a transferred procurement risk or a transferred guarantee.Any other claims for compensation against us, our statutory representatives and our vicarious agents are precluded, irrespective of which legal ground they are based on. The legal provisions regarding the burden of proof shall remain effective.

VI. Limitation of Claims for Defect

Purchaser claims based on material defects lapse after one year, unless,

- the goods delivered by us are an item which has been used for building in accordance with its manner of application and which has caused its defectiveness or
 - the claims are a cause of § 479 BGB or
 - the defect is based on a deliberate or fraudulent violation of duty on our part or through our statutory representatives or our vicarious agents.
- In cases 1 to 3 and in cases of claims for compensation the statutory periods of limitation apply. It also applies for claims based on a guarantee transferred to us or a procurement risk transferred to us. The legal provisions on suspension, interruption and renewed beginning of the statute of limitations shall remain in effect.

VII. Reservation of Proprietary Rights

- We reserve proprietary rights on all goods delivered by us (goods subject to retention of title) until the full payment of the purchase price has been made and unless all our receivables from the business relationship have been met, irrespective of the legal ground and also from contracts concluded at a later date.
- The purchaser is entitled to further process and resell the goods subject to retention of title in the proper course of business, provided that he is not in arrears with respect to fulfilling his obligations toward us or ceases his payments. The following shall apply in particular:
 - Processing or transformation of the goods subject to retention of title is possible for us as the manufacturer within the meaning of § 950 BGB, without any obligations on our part. Through the further processing or transformation of the goods subject to retention title, the new item does not become the property of the purchaser. Should the goods subject to retention title be processed, mixed, combined or merged with other items, we acquire co-ownership of the new item with a share representing the proportion of the invoice value of our goods subject to reservation of title to the total value. The provisions pertaining to the goods subject to retention title apply to the co-ownership shares arising from the aforementioned conditions as appropriate.
 - The purchaser hereby assigns to us all receivables arising from the resale or other alienation transactions, such as contracts for services with all subsidiary rights, proportionally to the extent that the reserved goods have been processed, mixed or combined and we have therein acquired co-ownership in the amount of the invoiced value, or the goods have otherwise been firmly installed. Insofar as the goods have been processed, mixed, combined or firmly installed, we are entitled to the assignment of a primary fraction equal to the ratio of the invoice value of the reserved ownership goods to the respective receivables of the goods. Should the goods subject to retention title be sold by the purchaser along with other goods not delivered by us, the purchaser must herewith assign a primary fraction of the receivables from the resale in the amount of the invoice value of our goods subject to retention title. If the purchaser has sold this claim within the scope of non-recourse factoring, he herewith assigns to us the substitute claim against the factoring company. If the purchaser's claim from the resale is set on a current account relationship with his buyer, the purchaser herewith conveys to us his claim from the current account relationship to the amount of the invoice value of the goods subject to retention title.
- We here by accept the aforementioned assignments.
- The purchaser is only entitled to resale, if he also reserves proprietary rights until the complete payment of his claims from the resale have been made.
- The purchaser is entitled to collect the claim assigned to us until such time as we revoke. Such authorisation will end automatically upon default of payment by the purchaser, cessation of payment on the part of the purchaser or in case of a considerable deterioration in the financial situation of the purchaser, which may endanger our claim. In the aforementioned cases we are authorized by the purchaser to inform the customers of the assignment and collect the outstanding payments ourselves.
- The purchaser is obliged upon request to provide us with a list of receivables belonging to him with the names and addresses of the customers, the amount of individual receivables, invoice date, etc., as well as giving us all information and documentation necessary for the assertion of the assigned claims and allowing a verification of this information.
- Pledges or security transfers of the products subject to retention of title or of the assigned claim are not permitted. Any seizures must be communicated to us without delay, specifying the name of the attaching creditor.
- If the value of our securities exceeds the total claim against the purchaser by more than 10 %, then, at the request of the purchaser, we are obliged to proceed with their release.
- The purchaser will keep the goods subject to retention title safe for us, free of charge. He must insure these against dangers such as fire, theft and water to the usual extent. If the goods subject to retention of title are new, the insurance must be made at the replacement value. The purchaser hereby assigns to us his claims for compensation against insurance companies or other persons liable for compensation arising out of damages of the type mentioned, to the amount of our claims. We accept the assignment. Insofar as maintenance and technical service operations are necessary, these must be conducted by the purchaser on time and at his own expense.

VIII. Return of Goods

- All returns must be registered with us beforehand by way of the return of goods form designed for this purpose.
- We will arrange for collection of the goods, irrespective of whether it is a return from a warranty case as a result of a material defect, another claim in accordance with our terms and conditions of return or any other return of goods which we have authorized. Any returns beyond this cannot be accepted.
- In the event of any other claims or return of goods, the articles to be returned must be obtained from us, in their original packaging, clean and undamaged. If this is not the case, we have the right to reject the goods and refuse to recredit the purchase price. Special orders cannot be returned.
- For any other return of goods, which we are not obligated to accept, a deduction of 15 % for invoice net value up to 250 €, respectively 7.5 % for invoice net value more than 250 €, will be calculated for restoring costs or other expenses. Verifiable greater expenses will be enforced by PV Technik.

IX. Data Protection

We have the right to electronically store and process all information concerning the purchaser with respect to the business relationship in compliance with the Bundesdatenschutzgesetz [Federal Data Protection Act], for the purpose of concluding the contract.

X. Other

- Provided that the purchaser is a trader for the purpose of the HGB [German Commercial Code], a corporate body subject to public law or a separate estate under public law, the Essen venue is reserved in accordance with provisions of exclusive venue according to § 40 sect. 2 ZPO [code of civil procedure]. This applies in the event that the purchaser does not have a general venue in Germany, relocates from his domicile or habitual place of residence within the country after the formation of a contract or when his domicile or habitual place of residence is unknown at the time of commencement of proceedings. In the aforementioned scenarios we also ave the right to bring an action against the purchaser at his general legal venue.
- The contract is subject exclusively to the laws of the Federal Republic of Germany as between two contract partners domiciled within the country, and excluding the UN Sales Convention (CISG) as well as to the exclusion of legal norms that refer to foreign legal norms (private international law).
- Should individual provisions of the general terms and conditions of sale become void, the validity of the contract will not be affected by this. Insofar as provisions are void, the content of the contract will be determined by statutory provisions.

PV Technik GmbH

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Units of Quantity

DP = Display	H = Hour	KG = Kilogram	KM = Kilometre	M2 = Square Metre
LI = Litre	ME = Metre	PA = Pair	SP = Sleeve Packaging	

Units of Price

1 = Per	2 = Per 100	3 = Per 1.000
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The original part number indicated is only for the purposes of comparison and should not be recorded under any circumstances by customers who operate a workshop or resell replacement parts in any other way or in the invoices or accounting records of their end clients.