

General Terms and Conditions for Sale

1. General

- 1.1 These General Terms and Conditions for Sale are applicable for any engagement or order relating to SOLAYER's products and shall prevail and supersede any conflicting terms as provided by the Buyer.
- 1.2 With regard to matters not dealt with in these General Conditions for Sale, statutory provisions, shall take precedence over any terms and conditions of the Buyer.

2. Quotation / Order Confirmation

- 2.1 Quotations by SOLAYER are non-binding, and a purchase order is only concluded when confirmed by SOLAYER in writing.
- 2.2 Content of the confirmed order might be changed

3. Documents

- 3.1 Data contained in advertisements, catalogues or brochures, as well as Data contained in documents accompanying quotations, are approximate and non-binding, unless expressly stated as binding.
- 3.2 In individual cases, SOLAYER is entitled to change the content of the purchase order and to modify the design and, should there be a shortage of raw material, to use other materials, unless otherwise directed by the Buyer.
- 3.3 SOLAYER retains the right of ownership and copyright for all materials and information made available or disclosed to Buyer in tangible or intangible -including electronic- form. Information or documents identified by SOLAYER as confidential shall not be used for other purposes nor copied, reproduced or made available to a third party.
- 3.4 All technical and other documents made available to the Buyer for the purpose of a business are to be returned to SOLAYER immediately upon request if such business will not be realized or if an order will be withdrawn.

4. Prices, Packing, Insurance

Unless indicated otherwise, the prices are quoted "ex works" SOLAYER (EXW per INCOTERMS 2010), excluding packing, installation and start-up. Packing is charged at cost price. Value Added Tax or other sales taxes shall be added to the quoted prices if applicable.

5. Installation and Start-up

If the contract provides for SOLAYER to carry out installation (erection or assembly), supervision of installation, start-up or commissioning of the goods, such work shall be performed in line with SOLAYER's General Conditions for Installation.

6. Transfer of Risk

- 6.1 Risk shall pass to the Buyer in accordance with the agreed term of EXW INCOTERMS 2010. This shall also apply to partial shipments or where SOLAYER has undertaken to perform ancillary services such as freight or installation.
- 6.2 If dispatch is delayed by reasons beyond SOLAYER's control, risk shall pass to Buyer upon notice of readiness for shipment.

7. Delivery Time

- 7.1 SOLAYER will meet the agreed delivery period as far as all commercial and technical aspects of the contract, receipt of any (advance) payments provided for in the contract in SOLAYER's bank account, receipt by SOLAYER of any documents to be provided by the Buyer, and issue of any required official authorization or permit have been met. Any delays shall postpone the delivery date respectively.
- 7.2 The goods are deemed to have been delivered in time if declared per notice as ready for dispatch to Buyer within the delivery period agreed upon. If pre-shipment inspection has been agreed, the delivery time has been met if the goods are confirmed ready for inspection .

7.3 Partial deliveries are permitted to a reasonable extent. Minor or packaging defects do not affect Buyer's obligation to accept delivery of the goods; in that respect the delivery period shall be deemed to have been met.

7.4 If delivery is delayed by events not attributable to SOLAYER or of Force Majeure (Acts of God), the delivery period shall be extended accordingly and SOLAYER shall have no liabilities. Force Majeure includes inter alia strikes, lockouts, sabotage, raw material shortage, natural disasters, war, fire, non- or delayed issuance of official authorizations, as well as any other unforeseen events beyond SOLAYER's control.

7.5 If delivery or acceptance is delayed by more than one month for reasons imputable to Buyer or not attributable to SOLAYER, SOLAYER shall be entitled to demand payment as if the goods had been delivered, and to charge Buyer for any additional costs incurred in consequence of the delay, including but not limited to storage and insurance.

7.6 The Buyer is likewise entitled to terminate the contract if partial fulfillment of the contract will finally not be feasible and Buyer has a legitimate reason for refusing acceptance of the remaining part; in the absence of such reasons, Buyer shall be liable for payment of that part of the contract duly performed. For any breach or delay attributable to Buyer, the Buyer remains liable for payment in full if the causes preventing due delivery are attributable to Buyer, or if the causes arise during a delivery delay for which Buyer is responsible.

7.7 If pre-shipment inspection has been agreed, Buyer is not entitled to refuse acceptance due to minor or known defects.

8. Terms of Payment

8.1 Payments shall be made within 14 days from the date of invoice, unless otherwise stipulated in SOLAYER's offer and/or acknowledgement of order.

8.2 Partial deliveries entitle SOLAYER to issue pro-rata invoices, if applicable.

8.3 Payments shall be made exclusively to SOLAYER's accounts and shall be effected net, free of postage, stamp duty or other fees and charges. Where SOLAYER agrees to accept bills or cheques, all fees, expenses or sundry charges incurred by SOLAYER shall be at Buyer's expense. The date of fulfillment of any payment obligation shall be that on which the sum paid is actually at SOLAYER's disposal.

8.4 Set-off or withholding of payment because of counterclaims are restricted.

8.5 When payment is late, SOLAYER shall be entitled to charge Buyer an interest at the rate prescribed by German civil law.

9. Retention of Title

9.1 Title to and ownership of the goods pass to Buyer only when SOLAYER has received payment in full in respect of any claims whatsoever existing at date of invoice and resulting out of SOLAYER's business transactions with Buyer including supplementary claims.

9.2 If Buyer is in default of his payment obligations, SOLAYER shall without formal notice be entitled to execute its retention of title.

9.3 Buyer is not entitled to dispose of the goods, and shall keep them free of any pledge, lien or other encumbrance, until ownership has finally and wholly passed to Buyer. Measures by third parties must be reported by Buyer to SOLAYER without delay.

9.4 In the event of Buyer's insolvency or bankruptcy, SOLAYER is entitled to terminate the contract and to access and return the goods immediately.

General Terms and Conditions for Sale

9.5 As long as SOLAYER retains title to the goods but the equipment will be at Buyer's site, Buyer undertakes to insure the goods at his own expense against all risks and damages and, upon request, to furnish proof thereof to SOLAYER. In case that Buyer fails to furnish such proof within a reasonable period of time, SOLAYER shall be entitled to take out such insurance at Buyer's expense.

10. Warranty

Defects in the Goods

- 10.1 SOLAYER undertakes upon its sole discretion to repair or to replace any goods which at the time of transfer of risk were defective in regard to design, material or workmanship. SOLAYER is to be notified in writing of such defects as soon as they appear. Replaced parts become the property of SOLAYER.
- 10.2 SOLAYER's warranty shall not apply in respect of any defects arising from misuse, improper installation or start-up by Buyer or third parties, natural wear-and-tear or corrosion, neglect, improper maintenance, accident, external force, or chemical or electrolytic action - all provided that such causes are not attributable to SOLAYER.
- 10.3 SOLAYER shall not be liable for any loss or damage arising out of improper execution of such remedies by Buyer or by the third party as directed by the Buyer.
- 10.4 In respect of any repair or replacement of goods in terms of this warranty, SOLAYER shall bear the direct cost of parts and labor, SOLAYER will also bear the reasonable cost for dismantling and reassembly / installation of the part to the extent that this requires specialist knowledge beyond the ability of Buyer's trained technicians. The cost of travel including travel time, freight and importation shall be born by the buyer. Any further costs arising in consequence of a defect shall be borne by Buyer.
- 10.5 SOLAYER's liability as set out in this paragraph 10 constitutes SOLAYER's entire liability in respect of defects, except as stated in paragraph 12.

Patent Infringement

- 10.6 Unless otherwise indicated in the contract, the goods supplied are, up to the best of SOLAYER's knowledge, free from any third party. Should despite this the goods or part thereof supplied hereunder infringe a third-party patent and should legal proceedings be initiated against Buyer for such infringement, SOLAYER shall at its own expense and at its discretion within a reasonable time procure for Buyer the right of continued use the goods or shall modify them or replace them with non-infringing goods.
- 10.7 If third-party patents are infringed by designs or specifications furnished by Buyer, Buyer shall indemnify SOLAYER and shall be responsible for settling the third party's claim.
- 10.8 Buyer providing SOLAYER with reasonable assistance in defending any such claim, and/or granting SOLAYER reasonable time and opportunity to modify the goods to the extent necessary to avoid such claim;
- SOLAYER retaining all rights to settle the claim in or out of court;
 - the claim not being based on unauthorized use or modification of the goods by Buyer;
 - the infringement is not a consequence of any instruction by Buyer.

Software

- 10.9 SOLAYER does not warrant that the software provided with Products is free of defects which may cause failure to execute programming instructions, interruptions or errors in operation.

11. Software License

To the extent that SOLAYER's scope of delivery includes the supply of software, Buyer is granted a non-exclusive license to use such software and the associated documentation, but limited to use in conjunction with the hardware with which or for which the software is supplied. Usage of the software on more than one system is not permitted. Buyer is permitted to make one copy of the software for backup purposes, but may not otherwise duplicate, modify, revise, translate or convert the software from object code to source code. Buyer agrees that labels and trademarks, may not be altered or removed from the software without SOLAYER's express written permission. All other rights pertaining to the software remain at any time with SOLAYER. Buyer is not entitled to sub-license or to alter the software.

12. Limitation of Liability

12.1 Notwithstanding any other term herein:

(i) The aggregated total liability of SOLAYER under or in connection with these General Terms and Conditions shall regardless of the legal grounds never exceed an amount that equals to 15 % (in words: fifteen percent) of the total net amount paid by Buyer under this Agreement;

(ii) SOLAYER will not be liable for any cost under or in connection as long as SOLAYER follows the standard manufacturing and other practices in performing the obligations set forth hereunder, which means, among other matters, SOLAYER and all others may rely on the correctness and completeness of the specifications and Buyer information and any other instruction or direction given by Buyer.

12.2 For the avoidance of doubt, the limitations and restrictions defined in this Clause shall limit the liabilities of SOLAYER regardless whether such liability arises out of breach of contract, breach of warranty or performance guarantee, tort, product liability, indemnity, contribution, strict liability or any other legal theory whatsoever.

12.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL SOLAYER BE RESPONSIBLE TO THE BUYER FOR ANY REASON WHATSOEVER FOR LOSS OF PROFIT (WHETHER OR NOT FORSEEABLE AT THE TIME OF THIS AGREEMENT), LOSS OF GOODWILL, LOSS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES. OTHER THAN AS IS EXPRESSLY SET FORTH HEREIN, SOLAYER MAKES OR HAS NOT MADE ANY OTHER REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT (WHETHER EXPRESS OR IMPLIED). ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, WRITTEN OR ORAL, DIRECTLY, IMPLIED OR STATUTORY, INCLUDING EXPRESS OR IMPLIED WARRANTIES FOR MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Assignment

Neither this Agreement nor any right or obligation hereunder will be assigned or otherwise transferred, except that SOLAYER may use any third party to perform its obligations.

14. Amendment

Any amendment or alteration hereof will only take effect by a written document duly signed by each Party.

15. Notice

All notices and other communications hereunder will be in writing and addressed to the applicable Party at its address on the signature page hereto, or to another address as such Party states in a notice under this Section, and will be deemed to have been duly given upon receipt when such receipt is on a business day during normal business hours of the recipient and otherwise on the next business day.

16. Force Majeure

No Party will be obligated, and no breach will be deemed to have occurred, for failure or delay in performing any obligation hereunder if such failure or delay is caused by or arises from any labor issue, weather condition or other Act of God, volcanic ash, failure of supplier, act of war or terrorism or other reason beyond the reasonable control of such Party or any other reason commonly known as a force majeure. A case of force majeure shall not be deemed to be given in any case of export restrictions or other regulatory local or international burden, rebellion, riot or change in government or essential change in society's organisation or forming. Any of such acts shall be attributable to Customers responsibility.

17. Timely Performance

A Party's failure to request performance or claim a breach by the other Party will not waive any right, nor affect any subsequent breach, nor affect the effectiveness hereof, nor prejudice or preclude such Party regarding any subsequent action.

18. Independence

The Parties are independent parties and independent contractors, and nothing herein creates a partnership, agency, employment, joint venture or similar relationship between any of them.

19. Entire Agreement

These terms are the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions and agreements between the Parties regarding the subject matter hereof.

20. Severability

Any term hereof properly held void, invalid or unenforceable will be replaced by a mutually agreed term with the same effect as the void Term and this Agreement will remain in full force and effect, unless a Party would not have entered into this Agreement if such replacement term had originally existed.

21. United Nations Convention

The United Nations Convention on Contracts for the International Sale of Goods will have no application and will be of no force and effect with respect to this Agreement or the matters herein.

22. Governing Law and Venue

This Agreement will be construed and interpreted in accordance with and governed by the laws of Germany without giving effect to any conflict-of-laws provisions. The competent courts of Dresden, Germany will have exclusive jurisdiction over any dispute between the Parties in connection with this Agreement, and the Parties agree to submit to such exclusive jurisdiction.

February 29th, 2016