

**GENERAL TERMS AND CONDITIONS OF PURCHASING**  
**of the incorporated company GREENoneTEC Solarindustrie GmbH,**  
**Energieplatz 1, 9300 St. Veit an der Glan**

## **1. GENERAL**

All our orders (purchase orders) are subject solely to the following terms and conditions of purchase, whose application is acknowledged by the contractor's accepting and implementing our order (purchase order). Hereinafter the word "order" will be used in place of the words "order and/or purchase order".

Any terms and conditions of sale and supply and/or general terms and conditions of business which differ from these shall not acquire any legal effectiveness.

## **2. ORDERS**

Irrespective of any offers we may have received, - and which are always free of charge – a contractual relationship shall take effect with the contents of an order we have issued in writing, electronically or via fax on the basis of these terms and conditions of purchasing.

Orders, additions, modifications or differences of any kind, made verbally or by phone, shall only be legally binding on us when we confirm them in writing, electronically or by fax.

The order date shall be taken as the day of our written order or in the above cases that of our written confirmation.

## **3. ORDER CONFIRMATION**

Our orders must be confirmed by our contractor in writing within the separately agreed deadline, but at the latest within 48 hours of the order date. Differences as a result of the written confirmation – except for when reference is made to general terms and conditions of business of whatever kind – shall count as approved if we have not objected to them in writing within 14 days of the differing order confirmation.

The acceptance of goods without any reservation within this objection period shall not count as such agreement.

Should the order confirmation not reach us within the due time period, we shall no longer be bound by our orders and can refuse the supply which is based on them, without providing reasons.

Supplies which are accepted within the confirmation period without objections being made within the due time period shall cause the contractual relationship to come into effect including our general terms and conditions of purchasing.

By confirming our order and implementing it without reservation our contractor guarantees that he will implement our order properly and professionally.

#### **4. DELIVERY PERIOD/DELAY/WITHDRAWAL AND CONTRACTUAL PENALTY**

Periods for supply and/or for performance of service start running on the day of order; if no deadline is agreed, then the supply or performance of service must take place immediately.

If there is the threat of a delay in supply or performance of service, we must be informed of this immediately in writing, together with the foreseeable duration of the delay and the reasons for this. Supplies and/or performance of service outside the agreed supply period will be permitted only with our express written agreement. In such an event the methods and terms of payment shall be extended by the duration of the delay without further correspondence.

In the event of a delay in supply (performance of service) and/or supply (performance of service) contrary to the contract without our express consent, we are entitled without prejudice to other claims to withdraw from the contract or if we so choose to set a period of grace. If we set a period of grace and this expires fruitlessly, we are entitled to obtain replacement supplies at the expense of the defaulting contractor.

We are entitled to the same rights if insolvency or settlement proceedings are opened over the assets of our contractor, or if opening proceedings in this respect are introduced or if an application for insolvency proceedings to be opened is refused due to a lack of sufficient assets to cover the costs.

In the event of a delay in supply or performance of service, as well as the delayed fulfilment we are additionally entitled to request a contractual penalty of 2 % of the total order value for every week which has started up to a maximum amount of 20 %, and to enforce this contractual penalty as offsetting in the form of a deduction against the payment for the delayed supply; this irrespective of the acceptance of delayed supplies and/or performance of services.

We are also entitled to these rights in the event that our contractor is prevented from providing his supply and/or performance of service in good time through no fault of his own, unless the delay is due to force majeure and our contractor has immediately informed us in writing of the delay and

the circumstances which apply within the due period for the supply or performance of service period or immediately after the obstacle has been removed.

## **5. DISPATCH/INSURANCE**

The supply (performance of service) shall always take place free of any charges to the place of fulfilment specified by us at the expense and risk of our contractor. The supply must be properly insured against damages of all kinds at the expense of our contractor.

The contractor is obliged to ensure that the goods are safely packed for transport. A delivery note in duplicate must be included in every shipment. The shipping documents must be supplied with a clear notice for correct identification, whereby in particular the subject of the delivery must be indicated by means of the order number and article designation, together with the name of the orderer.

Any extra costs associated with this may not be passed on to us, but are compensated by payment of the (agreed) price in the sense of Point 9.

The acceptance of goods supplied is the responsibility of a service provider authorised by us to do this or a third party empowered to do this. Acceptance shall take place in quantitative terms when the delivery reaches the place of fulfilment, but qualitatively only when the goods are processed or used. If our business address has been agreed as the place of fulfilment, the acceptance of goods shall take place without exception from Monday to Thursday between 07.00 and 15.00, and on Friday between 07.00 and 12.00.

When machinery and/or technical equipment is supplied which is to be assembled by a third party, the necessary assembly diagrams must be handed over at the same time as the goods are delivered. The goods and also the packaging must without exception be labelled in German; operating requirements and instructions must without exception be written in German.

If our order should include goods which are subject to the relevant provisions of the international regulations on the transport of dangerous goods, by accepting the order the supplier undertakes to fully comply with the regulations which relate to this and in the event of a breach of these shall fully indemnify us and hold us harmless for all consequences arising from the non-compliance with the regulations. Irrespective of the delivery terms stipulated, the supplier undertakes to supply us with the appropriate dangerous goods certificate signed and bearing the company mark in good time before the goods are shipped and without us having to request it. A further copy of the certificate signed and bearing the company mark must accompany the goods.

## **6. TRANSFER OF RISK**

The transfer of risk shall take place at the earliest at the time at which the delivery is accepted by a service provider authorised by us to do this or by third parties with empowered to do this. The occurrence of risk on the occasion of the acceptance shall be exclusively at the costs of our contractor. The contractor expressly renounces compliance with the obligation of inspection and written notification of defects pursuant to § 377f of the Austrian Business Enterprise Code [UGB].

## **7. WARRANTY/GUARANTEE**

Supplies and performance of service by our contractor must take place in accordance with the general and specific standards applying in Austria, and also with the accepted rules of science and technology. Our contractor expressly guarantees freedom from defects during the warranty period, which in the absence of any express (written) agreement to the contrary shall be for 10 years. If rectification is demanded, the warranty period shall start to run afresh after the exchange and/or rectification of the goods (performance of service) which were at fault.

Our contractor renounces any objection to a belated written notification of defects; payments made by us without reservation shall not count as a renunciation of the written notification of defects.

Without prejudice to any agreements to the contrary, the warranty period shall start to run not before the commissioning and/or use of the supply/performance of service, however at the latest after 3 years have expired since the transfer of risk in accordance with Point 6.

## **8. COMPENSATION/PRODUCT LIABILITY**

In the absence of any express written agreement on exemptions from liability or the obligation to transfer the same, we shall have undiminished entitlement to compensation and/or claims to redress as well as all entitlements according to the Austrian Product Liability Act [*Produkthaftungsgesetz*] in the respective valid version. Our contractor undertakes to monitor his products closely, and furthermore to recall defective goods at his own expense if necessary. If such recall is to be undertaken by us, to which we are always entitled where there is danger in delay, our contractor shall be liable for all the expenses/costs from and in connection with the action of recall.

In the event that the goods delivered are defective and as a result we are claimed against, our contractor shall fully indemnify us and hold us harmless. Included in this and to be replaced by

the contractor in particular are the consequential damages of a defect of any kind, the costs of exchanges and the costs of involving third parties (experts, legal representatives).

## **9. INTELLECTUAL PROPERTY RIGHTS**

All statutory property rights, especially patent rights, count as having been remunerated within the agreed price to the extent to which it is necessary to acquire them for the free use and resale of the item supplied.

The use of inventions by our contractor free of charge after our order has been implemented shall be expressly taken as agreed; where licences are necessary our contractor will provide us with these at his own expense.

Our contractor undertakes to totally indemnify us and hold us harmless in the event of a breach of third party property rights in connection with the supply and/or performance of service ordered.

Our contractor is obliged to secrecy with respect to all our business and company secrets; we expressly retain our rights of ownership and copyright to all illustrations, drawings, calculations and also to any documents and information communicated. Our express authorization is required before passing any of these on to third parties. Sub-suppliers and subcontractors of all kinds must be obliged accordingly in writing, whereby – as for the contractor himself – the obligation of secrecy shall also remain in existence even after the specific order has been processed.

Our contractor undertakes to inform us immediately in writing if he becomes aware of any breaches of property rights or secrecy.

## **10. PRICE/PAYMENT TERMS/INVOICING**

All prices are unalterable, especially taking account of Point 5 of these terms and conditions.

We are entitled to deduct a discount of 3 % for payments made within 14 days of receipt of invoice; otherwise sums invoiced shall be due for payment within 30 days net. Invoices which are contrary to our stipulations shall not trigger payment deadlines.

In the case that part invoices are issued, we shall also be entitled to deduct the discount in the context of the final invoice even if the payment of the part invoice takes place outside the discount period. In the event of premature supplies and invoicing the agreed deadlines for discount and payment periods shall be applicable.

Discount and payment periods shall continue to apply if our instruction to transfer the payment reaches the point of transfer within the appropriate period of time. Invoices must without exception be sent for the attention of our management or a service provider authorised for this. In

the event that an invoicing address is provided at the time of ordering, then solely this shall be applicable.

#### **11. ASSIGNMENT/OFFSETTING/ASSUMPTION/OWNERSHIP**

The assignment, pledging or other transfer of claims directed towards us to third parties shall only be authorised if we are immediately informed of this by registered letter, separately for every claim. The transfer of a claim without our express advance written consent shall entitle us to immediate withdrawal from the contract.

Orders may be neither fully nor partially passed on to third parties for execution without our express written consent.

We reserve the rights to offsetting and retention to the statutory extent subject to any written agreement to the contrary.

The goods supplied to us shall be free from third party rights (liens, retained property etc.) and after handover shall pass into our unrestricted ownership. We are expressly authorised to resale without any restriction and even prior to full payment having been made.

#### **12. SEVERABILITY CLAUSE**

If one of the provisions of our order or of these terms and conditions of purchasing should be or become fully or partly legally ineffective, then this shall not affect the validity of the remaining provisions. The invalid provision must be replaced by a provision whose financial outcome comes as close as possible to the invalid provision.

#### **13. PLACE OF FULFILMENT/PLACE OF JURISDICTION/APPLICABLE LAW**

Unless expressly agreed otherwise in writing, the head office of our company shall count as the place of fulfilment.

The contractual language is German. If our contractual partner uses a different language then the German wording shall take precedence.

For all legal disputes from and in connection with our order and/or the supply resulting from this, in particular also disputes in respect of the conclusion of the order relationship itself, it shall be taken as agreed that the court in Klagenfurt which is considered to have jurisdiction over the subject matter shall be the chosen place of jurisdiction.

Terms and conditions of purchase as at 08.05.2008

For disputes of the kind mentioned above, Austrian property law shall be applied, with the exclusion of private international law and the uniform law of the international sale of goods (UNCITRAL).

This agreement shall be accepted with the signing of this document.

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Date, signature, company stamp