

Convenience Translation of the General Terms and Conditions („Allgemeine Geschäftsbedingungen“)
of abakus solar AG*

General

a) Regarding Sales & Purchase Contracts (*Kaufverträge*):

The following General Terms and Conditions (GTC) exclusively apply to all sales & purchase transactions and deliveries. Any GTC of the customer do not become contract contents if abakus solar AG does not agree to their inclusion in writing. In particular, an unreserved execution of a contract shall not be interpreted or regarded as consent to the inclusion of the GTC of the customer.

b) Regarding Contracts for Work and Labour (*Werkverträge*):

As far as the following terms do not contain any regulations, the general terms and conditions for work on buildings, *VOB part B*, as valid and amended from time to time (VOB/B), apply to the execution of construction (*Bauleistungen*). Documents belonging to or accompanying our offers such as illustrations, drawings, calculations, etc. are to be regarded as approximate measurements only unless the accuracy of the measurements has been explicitly assured. We reserve title (*Eigentum*) and copyright of these documents. They may not be made accessible to third parties without our consent or otherwise used improperly. If an order is not placed with us, then documents prepared for the customer shall be returned without further request and in all other cases shall be returned to us immediately following our request. Administrative and other authorisations/permissions are to be obtained by the customer and reported to us in writing or provided to us promptly.

Offers

Our offers are always subject to change and unbinding until our confirmation of the respective order. This also applies to delivery and appointed execution times and time limits respectively. Delivery and appointed execution times are valid as of the date of our order confirmation.

Retention of Title

The delivered product remains our property until full payment of all our claims relating to our business connection with the buyer. This is also valid if the product is reprocessed. The product may be (re-)sold to a third party only within the buyer's regular conduct of business either against cash payment or subject to retention of title. The buyer already now assigns to us all claims in respect of the final invoice amount, (incl. VAT) resulting from a , from a (re-)sale to a third party until the complete fulfilment of all our claims relating to the business connection with the buyer. For as long as the retention of title is applicable, the buyer is not authorized to pledge, to transfer via security assignment or to convey the product to third parties in any other fashion outside the regular conduct of business. The buyer is obliged to properly store and insure our goods. In the event that the product is already installed and has become an essential component of a real estate property, the customer commits - upon non compliance with of the agreed dates of payment - to allow us to dismantle the product which can be removed from the real estate property without impairment and to retransfer the title to such product back to us. The dismantling and other costs are to be borne by the customer.

Prices

a) Regarding sales & purchase contracts:

All prices are quoted ex warehouse – Gelsenkirchen, Germany. Packaging and transportation costs are passed on to the buyer at cost.

b) Regarding Contracts for Work and Labour:

If ordered by the customer, surcharges are billed for overtime, night, Sunday, and holiday hours as well as for work under difficult conditions.

*This translation is a convenience translation only and in case of any discrepancies the German version of the General Terms and Conditions („Allgemeine Geschäftsbedingungen“) of abakus solar AG applies.

Payments

The terms of payment indicated in our respective price lists, offers, or invoices apply. In principle, the invoice amount must be immediately and otherwise duly and net paid under compliance with the time limit granted and the discounting fixed by us. Regarding cashless payments the day on which the owed funds are received on our account or are credited to us is regarded as the relevant date of payment. In the event of default, an additional collection expense will be added to the calculation of default interest of 8% and 5% for a consumer client, respectively, over the base interest rate. Commercial customers automatically enter default 30 days after the date of invoice to the extent that a complete payment has not been made by this point in time.

Defect Claims

a) Regarding sales & purchase contracts:

If the delivered product is not free of a defect or if it does not meet the agreed specifications at the time of transfer of risk (*Gefahrübergang*), we will deliver a substitute or remove the defect upon our sole discretion. We reserve the right to take the product back at a refund of the original purchase price if we regard substituting or removing the defective products as a disproportionate effort.

b) Regarding Contracts for Work and Labour:

Defect claims in connection with rendered services are subject to section 13 of the VOB/B. If no specific statute of limitations (*Verjährungsfrist*) according is agreed regarding defect claims the statute of limitations set out in section 13 No.4 VOB/B is applicable. Accordingly, a statute of limitations of 2 years is applicable to machinery and electro-technical/electronic plants or parts thereof, where the maintenance of such has influence on safety and functionality, or a statute of limitations of 4 years in relation to buildings, if the customer has decided not to assign the maintenance to us for the period of the statute of limitations.

Transfer of Risk regarding Sales & Purchase contracts

In the commercial conduct of business the risk of the coincidental decline and the coincidental deterioration of the product is transferred to the customer at the point in time when the object has been shipped for transportation or has been collected. This also applies to the case in which a freight paid delivery has been agreed on. In relation to consumer clients the transfer of risk of the coincidental decline and the coincidental deterioration of the product to the customer occurs at the point in time when the over the product is delivered to the customer.

Liability

Our liability in respect of compensation for damages, regardless of its legal justification, is limited to wilful misconduct, gross negligence or explicit assurance. Our liability for damages to body and lives remains unaffected.

Governing Law and Jurisdiction

This contract is governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply. Disputes are decided at the competent court of record. In the commercial conduct of business Gelsenkirchen, Germany shall be the agreed place of jurisdiction.

Miscellaneous

No ancillary verbal agreements to this contract have been made. Amendments and/or additions to this contract are required in writing, this requirement also applies to the revocation of the afore-mentioned requirement to only undertake amendments and/or additions to this contract in writing. If individual provisions of this contract should be or become completely or partially invalid the validity of any other remaining provision shall not be affected. Such completely or partially invalid provision shall be replaced by a provision which the parties would have agreed upon following a rational interpretation under consideration of the envisaged economic result if they had known the circumstance in question.