

General Terms and Conditions of Purchase of Solarius GmbH

1 SCOPE

- 1.1** These general terms and conditions of purchase apply to all orders by Solarius GmbH ("**Solarius**").
- 1.2** Any conflicting or deviating terms and conditions of the supplier shall not be applicable, unless Solarius confirms their application expressly in writing.
- 1.3** The terms and conditions of purchase of Solarius also apply in case Solarius is aware of conflicting or deviating general terms and conditions of the supplier and accepts the supplier's delivery without reservation.
- 1.4** These terms and conditions of purchase apply to entrepreneurs only (Section 14 German Civil Code).

2 CONCLUSION OF CONTRACT

- 2.1** Orders of Solarius shall be in writing.
- 2.2** The supplier shall confirm the orders of Solarius within 12 working days.
- 2.3** Solarius may demand changes to supplied goods even after conclusion of the contract to the extent reasonable for the supplier.

3 PRICES AND TERMS OF PAYMENT

- 3.1** The prices indicated in the order are binding. They are quoted DDP Incoterms 2010, Albrechtstraße 43, 80636 München or Nünningstr. 13, 45141 Essen, as indicated in the respective order, including packaging, posting, customs and transport insurance.
- 3.2** All prices are net prices plus statutory value added tax (VAT). The supplier shall issue an invoice according to the requirements of the German Value Added Tax Code.

- 3.3** On Solarius' demand the supplier on his own costs shall collect and dispose all packaging of the delivered goods at the receiving point.

- 3.4** Unless otherwise agreed, Solarius shall pay the purchase price less discount of 2% within 14 days after delivery and receipt of invoice or net within 30 days after delivery and receipt of invoice.

4 TIME OF DELIVERY

- 4.1** The time of delivery indicated in the order is binding. In case the agreed time of delivery is not met, the supplier shall be in default with delivery with no notice required.
- 4.2** The supplier shall inform Solarius without undue delay in writing if circumstances occur or become apparent indicating that the determined time of delivery cannot be met.
- 4.3** In all cases of default of delivery Solarius shall have the rights according to statutory law. In particular Solarius shall have the right to withdraw from the contract after having set a reasonable deadline for rectification and to claim damages if the supplier is responsible for the default.

5 TRANSFER OF RISK AND TRANSPORT DOCUMENTS

- 5.1** Delivery shall be made DDP Incoterms 2010, Albrechtstraße 43, 80636 München or Nünningstr. 13, 45141 Essen, as indicated in the respective order.
- 5.2** The supplier shall indicate Solarius' order number on all transport and delivery documents. Otherwise delays in processing are unavoidable which Solarius is not responsible for.

6 QUALITY OF THE GOODS

- 6.1** Descriptions in product specifications, offers and orders are quality agreements, unless otherwise stipulated in writing. The delivered goods comply with all recognized rules of technology.
- 6.2** The delivered goods shall comply with the requirements of the German Electrical and Electronic Equipment Law, in particular the requirements of directive 2011/65/EU (RoHS-directive), as well as the CE-labeling obligation according to regulation 765/2008/EC.
- 6.3** The supplier shall meet all requirements according to regulation 1907/2006/EC (REACH-regulation) to be met by the supplier with regard to the delivery.

7 ORIGIN OF GOODS

The supplier shall provide Solarius all necessary declarations regarding the customs origin of goods within a timely manner. The supplier unrequested shall issue and deliver to Solarius a valid suppliers' declaration according to applicable law. The supplier shall be liable for any damages suffered by Solarius resulting from an incorrect suppliers' declaration, unless supplier is not responsible. Upon request the supplier shall provide proof of his information on the origin of goods by way of an information certificate confirmed by customs.

8 INTELLECTUAL PROPERTY RIGHTS, PROVISION

- 8.1** The supplier shall deliver in such manner that no third parties' intellectual property rights are violated.
- 8.2** The supplier shall indemnify Solarius on first written demand from any third party claims regarding the violation of intellectual property rights.

8.3 Solarius retains ownership and copyrights of images, drawings, calculations and other documents; third parties shall only have access to such information with the explicit written consent of Solarius. The documents shall only be used for the production on the basis of Solarius' order; after completion of the order the supplier shall return the documents unrequested. Section 12 remains unaffected.

8.4 Equipment provided by Solarius remains the property of Solarius. The supplier shall keep, label and administrate such equipment separately at his own costs and use such equipment only for the respective purpose of the contract. The supplier is liable for any damages to the equipment provided by Solarius.

9 DEFECTS EXAMINATION / DEFECTS LIABILITY

- 9.1** Solarius shall examine the goods for defects without undue delay after receipt.
- 9.2** Solarius has unrestricted defect rights as provided by statutory law, unless otherwise provided below.
- 9.3** In case of rectification Solarius has the right to demand repair or additional delivery at his own choice.
- 9.4** In case the supplier is in default with rectification, Solarius has the right to correct defects at the suppliers' costs.
- 9.5** Claims for defects shall be time-barred within 36 months.

10 LIABILITY, EXEMPTION, INSURANCE

- 10.1** The supplier shall be liable according to statutory law.
- 10.2** As far as damages are caused in suppliers' area of responsibility, supplier shall hold Solarius harmless from any claims according to the German Product Liability Act.

10.3 The supplier shall maintain a product liability insurance with reasonable coverage and shall provide respective proof upon request.

11 OFF-SET, RIGHT OF RETENTION, ASSIGNMENT

11.1 Solarius has the right to off-set and the right of retention according to statutory law.

11.2 The supplier shall not assign any claims against Solarius to third parties without Solarius' written consent.

12 CONFIDENTIALITY

The supplier shall keep strictly confidential all information provided by Solarius, in particular images, drawings, calculations and other documents. Third parties shall only have access to such information with Solarius' explicit written consent. The obligation of confidentiality continues to apply after the end of the contractual relationship between Solarius and the supplier. The obligation of confidentiality expires in case and to the extent as knowhow included in provided images, drawings, calculations and other documents becomes public knowledge or is proven to have been known by the supplier at the time of their provision.

13 DATA PROTECTION

Solarius processes any personal data regarding the contractual relationship according to the German Federal Data Protection Act.

14 CHOICE OF LAW AND PLACE OF JURISDICTION

14.1 The laws of the Federal Republic of Germany shall apply exclusively to these terms and conditions of purchase and the contractual relationship between

the supplier and Solarius, excluding regulations on conflict of law and the United Nations CISG.

14.2 Place of jurisdiction shall be Munich; Solarius shall also be entitled to take action against the supplier at supplier's general court of jurisdiction.