

1. General Terms and Conditions of sale, valid from 1 January 2013

## I. General

1. Our sales conditions shall apply exclusively. We will not recognise the Customer's conditions that contradict or deviate from our conditions unless we have expressly agreed in writing to their validity. Agreements, collateral agreements, warranties and other commitments of our representatives and employees that deviate from this shall be effective only if they are confirmed in writing by us. 2. All agreements that are made between us and the Customer for the purpose of the implementation of this Contract are recorded in writing in these Sales Conditions as well as in our specific offers.

## II. Scope of the delivery obligations

3. Our offers are non-binding; orders shall first be deemed to have been accepted when they are confirmed in writing by us. Our written confirmation of order shall be authoritative for the content of any contract.
4. Under certain circumstances, there can be deviations in the documents belonging to the offer, such as datasheets, illustrations, drawings or specifications of dimensions and weights. Our contractual partner must tolerate justified and reasonable changes to our performance obligation.
5. Partial deliveries shall be permissible, as long as these are acceptable to the Customer.
6. The Purchaser is not permitted to refuse to accept deliveries due to negligible defects. The Purchaser must check the delivery immediately upon acceptance for completeness and freedom from defect.
7. If orders that were already confirmed are cancelled or changed considerably by the Customer, cancellation costs in the amount of 20% of the gross order amount shall become due.
8. The return of goods without any reason shall be accepted by us only upon written confirmation. We shall charge a redemption fee in the amount of 10% of the net goods value, but, in every case, at least €50.00. The Customer shall bear the transport costs. The returned goods shall be accepted only when these are in their original packaging, undamaged and unused. The redemption of special goods and custom products shall be excluded.
9. Deliveries shall be only within the scope of the approved my-PV credit limit.

## III. Payment terms

10. Our invoices are to be paid net, immediately, within 8 days of the invoice date, so far as no deviating written agreements (in particular, advance payment) are made. Payments by bill of exchange shall be impermissible.
11. For default interest, interest in the amount of 8% above the 3-month Euribor shall be charged in the case of traders and in the case of consumer sales. This shall also apply in the event of a deferral of the payment.
12. If the Purchaser gets into delays with the payment or if circumstances become known that call the creditworthiness of the Purchaser into question (e.g. application for a deferred payment, dishonoured cheque, application for an arrangement, cessation of payment) all receivables shall become due. Then, we shall further be entitled to postpone contractual services, insofar as these have not yet been fully implemented, or to implement these only against advance payment or the provision of securities, until complete payment. We shall also be entitled to retrieve the delivered goods at the costs of the Purchaser, without the automatic use being made of the right to withdraw from the Contract through this. Any further legal claims shall remain unaffected.
13. Offsetting shall be permissible only with counterclaims that are recognised by us or legally determined. Rights of retention due to counterclaims not recognised by us are excluded.

## IV. Retention of title

14. The goods supplied shall remain our property until the settlement of all the outstanding receivables from the business relationship – also until the cashing of cheques.
15. If reserved goods supplied by us are processed or joined with goods that are in the property of third parties, the ownership of the new item shall belong to us in the fraction that corresponds to the invoice value of our goods in relation to the value of the new item at the time of processing or joining. If the Purchaser acquires sole ownership of the new item pursuant to law, through processing or joining, we agree with it that it shall pass on the co-ownership of the new item according to the ratio of our invoice value of the reserved goods to the value of the newly created item at the time of the processing or joining and that it shall grant this to us free of charge.
16. Retailers shall be permitted to sell our reserved goods in their own name in the normal course of business. The Purchaser shall now already assign its receivables from the resale, including the Value Added Tax, to us. We shall accept the assignment. If the reserved goods are sold after processing or joining with other goods that do not belong to us, the assignment of the receivables shall apply in the amount of our invoice value of our reserved goods. The Purchaser shall be authorised to collect the assigned receivables only for as long as it properly fulfils its payment obligations to us. The Purchaser must retain the title to the property over its Customers, until the Customers have paid the purchase price in full.
17. The Purchaser shall not be permitted to pledge or to transfer by way of security our reserved goods. It shall be obligated to notify us immediately of attachments by any third party to the goods under retention. The Purchaser shall be prohibited from arranging bans of assignment.

## V. Delivery periods, risk assumption

18. A prerequisite for the start of delivery periods is the full clarification of all technical and commercial matters. The fulfilment of all obligations by our Customer is a requirement for the adherence to delivery periods.
19. If we are prevented from fulfilling our delivery obligations through force majeure, strike, lockout or unforeseen events that could not have been avoided despite the reasonably expected precautions having been taken – whether these occur in our business or with a supplier – such as operational disruptions, delays in shipment and improper supply or supply not in time by suppliers – then the delivery period shall be extended for an appropriate period of time, even during an existing delay in delivery. If the delivery subsequently becomes impossible or unreasonable for us due to these kinds of events, we shall be entitled to withdraw completely or partially from the contract. 20. The adherence to delivery periods shall require the timely receipt of all documents, necessary permissions and releases that are to be supplied by the Purchaser, especially plans, as well as the adherence to agreed payment conditions and other obligations by the Purchaser. If these requirements are not fulfilled in time, the delivery periods shall be lengthened accordingly. This shall not apply when the Supplier is responsible for the delay. We are not responsible for bottlenecks and delays that can be traced back to the manufacturer.
21. The shipping shall take place at the risk of the Purchaser, even when freight-free delivery has been arranged. We shall only be liable for damage during shipping when we have expressly undertaken the shipping at our own risk. We shall only take out breakage insurance upon the request of the Purchaser and subject to charging the insurance fee to the Purchaser. We shall only issue any credit for damage if we have been covered by the insurance company. Beyond this,

we shall not take on further obligations. Insofar as nothing has expressly been agreed to the contrary, our deliveries shall take place uninsured.

22. If our company gets into delays, the Purchaser – even if they make a credible case that they have suffered damage due to this – cannot demand damages for the part of the delivery that could not be put into useful operation due to the delays.

23. The Customer can only withdraw within the framework of the statutory provisions insofar as the delay is attributable to the delay of the delivery by the Supplier. Upon the request of our company, the Purchaser shall be obliged to explain, within a reasonable time, whether they will withdraw from the contract due to the delay in delivery, or whether they will insist upon the delivery.

24. If shipping or delivery is delayed by more than two weeks after notification of readiness for shipment at the Purchaser's request, we shall reserve the right to withdraw from the delivery contract. Any advance payments received shall remain with us (cancellation fee).

## VI. Warranty

We shall be liable for defects as follows:

25. In terms of the quality of the goods, only the product description in our offer shall be deemed to have been agreed. Our company does not give a guarantee of the quality of the goods or of the duration of the quality.

26. Our Company can choose whether defective deliveries or parts thereof should be rectified or replaced if we are notified of the defect within a period of 12 months from the delivery and insofar as the cause of this was already present at the time of the passing of risk. If the subsequent fulfilment fails, the Purchaser can withdraw from the Contract or reduce the remuneration, irrespective of any claims for damages.

27. The claims for defects shall become time-barred in 12 months.

28. Defects must be pointed out to our house in writing without delay; this is to say, at the latest, within 3 days after receipt of the goods. Later notifications of defects shall not be recognised. Damage during transport is to be reported immediately after acceptance of the goods.

29. There will be no claims for defects in the event of merely insignificant deviations from the quality agreed upon, insignificant impairment of usability, natural wear and tear or damages that arose after the passing of risk as a result of improper or negligent handling, excessive stress, unsuitable equipment or due to particular external influences or that are not stipulated in the Contract. If improper modifications or maintenance works are carried out by the Purchaser or by third parties, no claims shall exist for these or for the resulting damage.

30. In the event of notices of defects, payments may be held back by the Purchaser only in a scope that is in a proportionate relationship to the damages that have arisen. The Purchaser can withhold payments only if a notice of defect is given, concerning which, there can be no doubt about the justification. If the notice of defect is unjustified, our company shall be entitled to demand the costs incurred from the Purchaser.

31. The Purchaser must always prove that the defect was already present at the time of handover.

## VII. General liability

32. Except for personal injury, we shall be liable only if the injured party proves that we have been guilty of, at least, gross negligence.

33. Insofar as unforeseen events significantly change the economic importance or the content of the delivery or have a significant effect on our Company's operation, the Contract shall be adapted accordingly under the requirements of good faith. Insofar as this is not economically feasible, our Company shall have the right to withdraw from the Contract. The Purchaser shall immediately be made aware of this right to withdraw, even when, initially, an extension of the delivery time was agreed upon with the Purchaser.

34. All information provided by our Company for the planning of a facility is to be understood only as being recommendations; our Company cannot take on any liability for the correctness and practicability of these. On the one hand, this affects technical information about the products; or on the other hand, suggestions made by our Company about the use of certain products or for the combination of different products should be checked independently by the Customer from a technical point of view. Claims of any kind, and in particular, claims for damages, which result from the incompatibility of the range of products independently selected by the Customer, shall be completely excluded.

35. The local specialist dealer shall be responsible for adherence to the specific incorporation of standards and wiring of the components.

36. Claims for damages shall become time-barred 6 months after initial awareness of the damage and of the damaging party; in any case, however, after the expiry of 8 years from the provision of the service or delivery.

37. Any claims for recourse that are brought against us under the heading of "Product liability" within the meaning of the Product Liability Act [PHG] shall be excluded, unless the Party entitled to recourse proves that the error was caused by, at least, gross negligence in our sphere.

## VIII. Prices

38. All prices shall additionally be subject to the statutory Value Added Tax, packaging costs as well as the transport costs ex works or from storage.

39. The deduction of a discount shall require a special written agreement.

40. If we have taken on the installation or mounting works and if nothing has been agreed to the contrary, then in addition to the agreed remuneration, the Purchaser must also bear all necessary ancillary costs, such as, for example, travel costs, costs for the transport of the tools and of personal baggage, as well as accommodation allowances.

41. Payments are to be made free of charges to our company.

42. We reserve the right to make price changes without informing the Purchaser beforehand. The Seller shall also reserve the right to make price corrections due to errors on the invoices as well as on price lists, delivery notes, confirmations of order and offers.

43. If the wage costs change due to collective agreement regulations within the sector or due to internal company agreements or other costs necessary for the performance of the Contract (such as those for materials, energy, transport, subcontracting, financing etc.) we shall be entitled to adapt the prices accordingly.

## IX. Estimate

44. The estimate is made to the best of our professional knowledge; however, no guarantee can be undertaken for the correctness of this.

If an increase in costs in the measure of more than 15% takes place after the contract has been awarded, we will inform the other Contractual Party of this without delay.

If this is an unavoidable increase in costs of up to 15%, a separate notification shall not be necessary and we shall be entitled to invoice these costs without further ado. *Estimates are non-binding. A fee paid for the estimate shall be credited if an order is awarded as a result of this estimate.*

45. Regardless of the debt, in the case of payment delay, the Contractual Partner shall be obliged to pay a flat fee of EUR 40.00 as compensation for the debt enforcement costs incurred on our side, in accordance with Section 458 of the Austrian Corporate Code (UGB). In the case of calling in a collection agency, the other Contractual Party commits to also reimburse us the costs arising through this, insofar as these do not exceed the maximum rates of the fees for the agency pursuant to the regulations of the BMWA (Mediation Association in Economy and Industry).

## X. Place of fulfilment, place of jurisdiction

46. The place of fulfilment for all obligations resulting from the contractual relationship shall be the head office of our company.

47. If the Purchaser is a trader, then the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the headquarters of our Company. However, we are entitled to take legal action at the Purchaser's head office.

48. Austrian substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), shall apply exclusively to the legal relations in connection with this contract, insofar as there are traders on both sides of the contractual relationship.

49. Changes and/or additions to these terms shall need to be made in written form in order to be effective. This shall also apply to the requirement for the written form itself. If individual, or several provisions of the general terms and conditions are, or become, invalid or unenforceable, then the effectiveness of the other regulations shall remain unaffected. The ineffective, invalid or unenforceable provision shall be replaced by one that comes as close as possible to the economic intent and purpose of the defective provision and that passes legal scrutiny. This shall also apply in the event of the presence of a loophole.

50. If the Contractual Party does not have their headquarters in an EEA member state or in Switzerland, a transfer to arbitration shall be agreed upon as follows: All disputes or claims that result from or in connection with this Contract, including disputes about its validity, violation, termination or nullity, shall be decided by one or three (please select) arbitrators appointed in accordance with these rules, according to the rules of arbitration (Vienna Rules) of the International Arbitral Centre of the Austrian Federal Economic Chamber (VIAC). The language used in arbitration proceedings shall be German. The substantive law applicable to the Contract, the substantive law applicable to the arbitration agreement and the laws applicable to the proceedings shall be Austrian Law. The accelerated procedure shall be used. The confidentiality provision for arbitrators, as well as its extension to Parties, authorised representatives and technical experts, shall be arranged.

#### **XI. Property rights**

51. Plans, sketches, estimates and other documents such as brochures, catalogues, templates, presentations and similar shall remain our intellectual property. Every use, in particular, the transfer, copying, publishing and making available, including only partial copying, shall require our express permission.

52. At any time, we can request that all documents listed above are returned to us and, in any case, these are to be sent back to us without delay and without requiring any request from us if the Contract is not concluded.

53. Our Contractual Partner shall also commit to keep confidential all knowledge it acquires about third parties due to the business relationship.

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