General Terms and Conditions

Bosch Solar Services GmbH, August-Broemel-Straße 6, 99310 Arnstadt, Germany As of: December 2016

1. Scope of application of these terms and conditions

a) The below terms and conditions for our supplies and services (incl. service features and maintenance services) will apply to the business relations between ourselves and our contracting party (hereinafter referred to as 'CP') to the exclusion of any deviating terms of business of CP.

b) Purchase orders placed with us through standard forms of terms and conditions of purchase of CP will always be deemed to have been concluded based on our general terms and conditions, even if we do not expressly reject said other terms and conditions of purchase.

c) Where our terms and conditions have already been submitted to CP they will apply to future transactions without being submitted again in each instance. Our terms and conditions will be deemed to have been accepted through the acceptance of our supplies or services or the fulfilment of a purchase order respectively.

d) Agreements that would amend or supplement these terms and conditions, collateral agreements of terms and conditions of CP will only be effective as and if confirmed by us in writing. Our sales people are not authorized to make binding statements on our behalf.

2. Service features / maintenance services

a) The services to be rendered by us within the scope and limits of a service agreement are determined according to the scope of services specified by us in the "Services" catalogue or in the offer respectively. Any services not expressly mentioned therein that are to be rendered at CP's request will be charged additionally according to our applicable price list. The same applies to any services not expressly mentioned but that are required to fulfil the order. However, in such an instance we will be required to obtain the approval of CP before proceeding to perform said additional services if the quoted price for an all-inclusive offer is exceeded by more than 15%.

b) We will not assume liability for any documents submitted to us at our disposal. We are not obligated to check any information or documents provided to us by CP for factual accuracy or for fitness for the intended use. Particularly, this applies to descriptions of equipment or installation layouts.

c) The scope of services follows from the offer or the maintenance contract respectively. Unless otherwise agreed in writing, spare parts used for maintenance shall be paid separately by CP. Any services not included in the scope of maintenance or additional work will only be carried out upon respective prior agreement, and will be charged separately. Unless expressly agreed otherwise, we will not proceed to inspection of the overall system within the scope and limits of the services rendered by us. Specifically, we will not check the system for good settings according to the planning documents submitted to us.

d) We will render services in line with the dates or deadlines specified in the offer or agreed in the maintenance contract respectively. We will advise CP of the date of performance approximately 2 weeks before the announced date. Times mentioned therein, if any, will be estimated times only. However, there is no entitlement to performance of the work at the time advised. We will immediately advise CP and agree a new date if commencement of the work is delayed or if the work cannot be performed at the proposed date.

e) Should it not be feasible to carry out the maintenance work at the proposed date on the part of CP, we must be advised accordingly no later than 2 days before the proposed date of performance. We will be entitled to charge the Purchaser for any loss incurred in the event of late notification or default of acceptance.

3. Offer

a) Our offers will be subject to change and confirmation and not binding unless the respective tender specification should be construed to the contrary. Specifications can be revised by us even after submitting the offer upon simple notification and at any time until the order is placed by CP. We reserve the right to revise our specifications due to technical requirements even after the order has been placed.

b) Unless the respective tender specification should be construed to the contrary, the offer will lapse in all respects if CP does not place the order within 14 days from submission of the respective offer.

c) Any cost estimates, drawings or other such documents (hereinafter referred to as 'Documents') submitted with the offer are merely meant for CP's guidance and shall not be construed as agreement on the legal and factual nature or assumption of a guarantee of quality regarding the goods or services described. We unconditionally reserve the property rights and proprietary rights of exploitation to any Documents. Said Documents may only be disclosed to any third parties subject to our prior written consent and shall be returned to us upon reasonable request without any undue delay should the order not be placed with us.

4. Purchase orders, order confirmations

As a general principle, we will accept purchase orders exclusively through written order confirmation only. Incidentally, purchase orders will be deemed to have been accepted once we will have fulfilled the respective purchase order.

5. **Supply and delivery, shipment and passing of risk**

a) Unless otherwise expressly agreed in writing, delivery will occur ex our works or our Arnstadt-based distributing warehouse respectively. Unless otherwise expressly agreed in writing, shipment of the goods will strictly not be owed by us except for in cases of deviating written agreement.

b) The risk of accidental destruction or of accidental deterioration of the goods respectively will pass onto CP upon the provision of the goods. Where, on a case-by-case basis, shipment by us has been agreed, the passage of risk onto CP will occur upon notification of readiness for shipment or upon delivery by us of the goods to the carrier at the latest. At any rate, the risk will pass onto CP at the latest upon delivery by us of the goods to the carrier. Where, on a case-by-case basis, shipment by us has been agreed, CP shall bear the shipping risk and the shipping costs. This allocation of costs will specifically apply to shipment and shipping packaging and with regard to the use of the working time of our employees, which shall be subject to adequate consideration. Unless specifically agreed otherwise, the mode of shipment and the dispatch route will be chosen by us. In the event of deviating requirements of CP and if we concede the same, CP shall bear any resulting costs. If outer packaging or repackaging is required due to any special requests of CP, CP will specifically be charged for the work input expended by our employees due to said repackaging.

c) Should CP not immediately accept the goods upon notification of provision for disposal or notification of readiness for shipment of the goods respectively, we will place the same into storage on behalf of CP at CP's risk and expense whenever possible. Such storage will not relieve CP from its obligation to pay.

d) Partial shipment will be allowed where deemed reasonably acceptable by CP.

6. Delivery period / execution of the order

a) Delivery periods specified in the written proposal, for example, shall be deemed to be estimates only.

b) If we are prevented from making timely delivery by unforeseeable events or events occurring through no fault of ours that would be unavoidable even while using all reasonable efforts and diligence, the delivery period shall be reasonably extended.

c) The delivery period will commence upon the transmission or forwarding of the order confirmation, but not before the receipt of an agreed up-front payment, before clarification of all technical details, and not before CP has created all necessary conditions incumbent upon it for the transaction of the business.

d) The delivery period will be deemed to have been met if the notification of provision for disposal is forwarded by the expiration of said period. If shipment has been agreed, the deadline will be deemed met if the goods have been shipped ex works or if the notification of readiness for shipment has been served respectively.

e) CP will be responsible for the conditions for the unhindered performance of the services at the agreed date. Specifically, it shall guarantee the required power supply at the job-site and shall procure that the job-site will have adequate lighting and is easily accessible for which purpose it shall provide ladders, scaffolds or similar, if required. For systems of data telecommunication, the VP shall provide the connection from the telephone system to the public telecommunication system.

f) If the services requested from us cannot be performed at the agreed date in whole or in part for reasons for which CP is responsible, we may claim compensation for any costs incurred in the process. If the services cannot be performed or resumed respectively upon expiration of a reasonable extension of time, we will be entitled to withdraw from the respective contract. In such an instance, our right to demand compensation will remain unprejudiced.

7. Return

Return of goods from our deliveries will be excluded in principle.

8. Packaging

Packagings such as crates or open crates will be charged. Return to us against compensation of the amount charged will not be an option. Insofar as we are legally obligated to dispose of packagings, this will be done by third parties appointed by us upon CP's request.

9. Prices and payment

a) All prices are quoted ex works, excluding packaging, plus any statutory value-added tax at the rate applicable at the day of delivery.

b) Should no deviating provisions have been agreed in writing between CP and ourselves, invoice amounts due for payment shall be paid in full within 14 days from the date of the invoice without CP being entitled to any cash discount. We reserve the right to render the respective services against prepayment only.

c) Subject to the provisions of the service contract, we will not increase our prices within the first 4 months from the formation of the contract. After that, we reserve the right to adjust our prices in accordance with Section 315 of the German Civil Code (BGB).

d) CP will not be entitled to exercise a right of retention for counterclaims that are not based on this contractual relationship. Furthermore, CP may exclusively exercise a right of retention based on uncontested counterclaims or counterclaims established as final and absolute only.

e) CP will exclusively be entitled to set-off uncontested counterclaims or counterclaims established as final and absolute only.

f) All our claims will become due for immediate payment in instances of an essential deterioration of the financial circumstances of CP or other such circumstances that would clearly affect its creditworthiness even though CP may have given us bills of exchange. Specifically, our claims will become due for payment with immediate effect if:

- CP is in arrears in terms of significant claims more than 4 weeks, or
- there is an essential deterioration of or considerable threat to the financial circumstances of CP or of a personally liable partner or in terms of the recoverability of any securities provided under this Agreement;
- CP or its personally liable partner has or have made wrong disclosures regarding their financial circumstances;
- CP dies or its personally liable partner dies or is replaced;
- CP or its personally liable partner has or have not satisfied their obligation to disclose their financial circumstances after having been granted a reasonable time limit.

Upon our claims becoming due for immediate payment we will also be entitled to provide any services after our due claims have been duly honoured and against prepayment or provision of adequate security deposits only or to rescind from this Contract if our request is not duly honoured.

g) If CP materially or repeatedly violates our terms of payment, we will be entitled to rescind from this Contract upon unsuccessful expiration of a reasonable period allowed for payment, and more specifically, to demand compensation for damages in addition to performance. Liability for damage caused by default will remain unprejudiced.

h) The place of performance for CP's obligations to pay will be the place of our headquarters in Arnstadt, Germany.

i) Exclusively the services, quantities or lot sizes as measured or determined by us will be determinative for calculation unless CP objects with immediate effect.

j) Payment in cash will not be acceptable. We hereby advise our CPs that our employees are not authorized to accept or receive any payment in cash.

10. Reservation of ownership

a) We expressly reserve ownership of the goods until all our claims resulting from the current business relationship with CP have been duly satisfied.

b) This reservation of ownership will persist even though individual claims may have been integrated in current account and the balance may have been struck and acknowledged.

c) Claims will not be deemed to have been cancelled although payment may have been made for as long as our liability on a bill of exchange assumed in this regard such as within the scope and limits of check procedure persists.

d) Any processing or commingling of goods will be done by CP on our behalf without, however, entailing any liabilities on our part. In the event of processing or commingling with other goods that are not in our possession CP hereby transfers upon ourselves the co-ownership in the new goods proportionately in relation of the value of the conditional commodity to the new asset for the purpose of collaterizing our claims. CP will store the new asset on our behalf free of charge.

e) CP will be entitled to dispose of the goods or products respectively in the course of ordinary business as long as it honours its obligation from the business relationship with ourselves in due time.

f) CP hereby assigns to us any claims from the sale of goods in which we have rights of ownership to the extent of our ownership share in the goods sold for purposes of collateralization. Likewise, CP assigns to us any claims for any legal ground (such as claims against insurance companies or claims against third parties for indemnification) to the extent of our ownership share if any goods in which we have rights of ownership should be subject to destruction or deterioration. We hereby accept the above assignments. Where CP incorporates or commingles any goods supplied and delivered with an object in the possession of a third party for a consideration, it hereby assigns its rights to compensation against said third party to us up to the amount of the invoice value. We hereby accept said assignment.
g) Upon our reasonable request, CP shall provide us with all required information regarding any goods in our ownership and regarding any claims assigned, and CP shall advise its buyers of said assignment accordingly.
h) CP will be obligated to duly store and preserve any conditional commodities and to adequately insure the same against typical risks and more specifically against loss or damage. It hereby assigns its claims from said insurance policies to ourselves in advance. We hereby accept said assignment.
i) If the value of any collaterals exceeds our claims by more than ten percent, we will release said collaterals as far as possible at our option upon reasonable request by CP.
j) CP's right of disposal regarding the deliverables or products under reservation of title and to the collection of any claims assigned to us will expire upon CP being in arrears with any payments due to us by more than 14 days, upon CP stopping or suspending payment and / or upon CP becoming insolvent respectively. The above right of CP will also expire as and if our claims become immediately due for payment according to para. 8 f) hereof. If any of the above conditions occur, we will be entitled to request surrender of possession of any and all commodities under reservation of title or assignment of those of CP's claims for surrender of possession against any third parties that would relate to the conditional objects. This will apply to the exclusion of any right of retention of CP unless the same should be based on the same contractual relationship. Request for immediate surrender of possession or for the above assignment of claims for surrender of possession will not require the granting of an additional respite or the exercise of the right of withdrawal from the contract. Said request for surrender of possession or assignment respectively does not constitute withdrawal from the contract.
k) CP shall fend off access to the goods or assigned claims by third parties. CP shall advise us of any pending or completed access by third parties onto conditional goods or assigned claims without any undue delay. Costs we might incur through intervention, if any, shall be borne by CP.
l) Where reservation of title is not valid according to the legislation of the country in which the goods supplied and delivered are located, CP shall provide an equivalent collateral upon our reasonable request. If CP does not comply with our request, we may demand immediate payment in cash for any and all open accounts, notwithstanding any terms of payment agreed, and we may exploit any collaterals.

11. Obligation to inspect, duty of inspection, notification and rejection

a) CP shall inspect the goods upon receipt at the destination without any undue delay and shall notify any defects within 14 days from receipt at the place of destination in writing (such notification to be submitted to ourselves, not to our sales representatives or traveling salesmen).
b) Latent defects, if any, shall be notified in writing within 3 working days from discovery.
c) The period allowed for examination or sending notice of a defect or deficiency will be deemed kept if the written notice of defect describing the defect in detail is posted within said period.
d) The shipment will be deemed approved if complaints or notices of defects are not notified in due time.
e) CP shall check whether or not the goods supplied and delivered are fit for the intended use without any undue delay through sample testing or trial processing, if required.
f) If CP does not satisfy its duty of inspection, notification or rejection according to para. 11 e) or if it does not satisfy said duty in due time or properly, any warranty claims for defects or similar claims for damages of CP against us will be excluded insofar as said inspection would have avoided or mitigated the damage incurred. In all other respects, our liability is exclusively governed by para. 12 and para. 13.

12. Owed condition of commodities and warranty

a) The owed condition of the goods supplied and delivered is exclusively determined by our binding written quality specifications such as those described in our data sheets submitted to CP in connection with the respective contractual relationship. CP's objectives, if any, that have not been expressly agreed in writing, as owed quality will not define the owed properties or quality of the goods.
b) If the goods are flawed in terms of quality at the time of passage of risk, CP will be entitled to request rectification or rework or replacement delivery respectively. We will have the choice between rectification or rework or replacement delivery respectively.
c) We will be entitled to refuse rectification, rework or replacement delivery if this would cause unreasonable expense and effort. In such an instance, CP will have the rights provided for in para. 12 d). Specifically, unreasonable expense and effort for the selected type of supplementary performance will be assumed to occur:
- if CP or its personally liable partner has or have made wrong disclosures regarding their financial circumstances, or
- if the costs of supplementary performance would exceed the value of the goods at the time of passage of risk by 20%.

d) If the defect in quality cannot be remedied or eliminated within a reasonable period of time, CP may, at its option, reduce the purchase price, withdraw from the contract, or demand compensation according to paras. 13 and 14 hereof respectively. If the selected supplementary performance is unacceptable for CP, CP will have the rights mentioned in Sentence 1 with immediate effect. The right to withdrawal from the contract or to compensation respectively will be excluded for instances of insignificant defects of quality.
e) The warranty period in commercial legal relations will be 12 months. As a rule, for deliveries according to para. 4 hereof, this period will commence at the time of notification of provision for disposal of the goods ordered or at the time of notification of readiness for shipment in instances where shipment has been agreed. At any rate, the period commences no later than at the time of invoicing.
f) Specifically, warranty for defects will not apply if and insofar as any damage to the deliverable or to other objects of legal protection of CP are caused by any of the following:

- wrong specifications regarding the intended use, the place of installation or operation or the operational conditions of the goods;
- faulty further processing, installation, handling;
- normal or excessive wear and tear not caused by production faults or defects in material;
- excessive use or stress or improper handling of the goods;
- damage caused by CP or by third parties;
- damage caused by force majeure or atmospheric influences (such as lightning strike or similar); and
- usual wear and tear, in which the duration of wear may be clearly shorter than the above warranty period of one year. Where a wearing part must be replaced upon expiration of its usual service life, this will not give rise to any claims for defects.

g) If CP does not attend to its duty of inspection, notification or rejection according to para. 11 with immediate effect or in due time or in the appropriate manner, CP's rights to claim warranty for defects will be deemed to have been forfeited.
h) CP's warranty claims from services will become time-barred upon expiration of a period of 12 months from acceptance. Services rendered by us shall be accepted immediately upon completion. Immaterial defects that do not affect the functional efficiency or operational reliability of the system shall be recorded in the acceptance report and will not entitle CP to refuse acceptance. If acceptance is delayed through no fault of ours, acceptance will be deemed granted upon expiration of 12 working days from the notification of completion of the respective work.
i) We will be released from warranty for defects if no notice of defect is served or if modifications or repairs are carried out by CP or by any third parties without obtaining our prior consent.
j) Where the complaint has been found to be justified, we will bear any direct costs immediately required for supplementary performance, and more specifically the costs of a replacement item including shipment and reasonable costs of removal or installation respectively. CP will bear any other costs.
k) Where any items supplied and delivered by us are sold on to a consumer by CP or by a third party and where the former justifiably asserts warranty claims for any defects that already existed at the time of passage of risk between ourselves and CP, applicable legal regulations for entrepreneur's recourse will apply with the proviso that compensation for damages to be provided by us will be limited to an amount equal to 120 % of the invoice amount of the affected goods.
l) Defects of quality according to paras. 12 b) and 12 c) or services according to paras. 12 j) and 12 k) will be eliminated or remedied, however without acknowledging any legal duties.

13. Other claims for damages

a) In the event of mere negligent breach of duty by ourselves or by our vicarious agents and insofar as this does not constitute grossly negligent breach of duty, our liability will be limited to direct losses foreseeable and typical for this type of contract only. However, this will not apply to instances of breaches of substantive contractual obligations or to instances of damage to life, body or health. Likewise, this exclusion of liability will not apply to instances of liability for personal injuries or damage to property in terms of objects of personal use due to defects in the deliverables according to the Product Liability Act.
b) Payment of damages by ourselves will be made without acknowledgment of any legal duties only.

14. Limitation of the amount of CP's claims from paras. 12 and 13

In the event of mere negligent breach of duty by ourselves or by our vicarious agents and insofar as this does not constitute grossly negligent breach of duty, our liability will be limited to a total of 120 % of the respective invoice value of the respective contract. However, this will not apply to instances of breaches of substantive contractual obligations or to instances of damage to life, body or health. Likewise, this exclusion of liability will not apply to instances of liability for personal injuries or damage to property in terms of objects of personal use due to defects in the deliverables according to the Product Liability Act.

15. Termination of contractual relationships

a) Continuous obligations, and more specifically framework agreements between CP and ourselves, may be terminated for good cause in accordance with applicable statutory provisions.
b) Particularly, any of the following will be deemed to constitute good cause:
- Default of payment on the part of CP involving material shares of claims of more than 4 weeks,
- Instances of an essential deterioration of or significant hazard to the financial circumstances of CP or of its personally liable partner or to the recoverability of any collaterals provided hereunder; after petitioning for insolvency proceedings, termination for default of payment prior to application or deterioration of the financial circumstances is excluded while insolvency proceedings are pending,
- If CP dies or if its personally liable partner dies or is replaced, or
- If CP or its personally liable partner has or have not attended to their duty of disclosure of their financial circumstances upon expiration of a reasonable period of time.

16. Data protection

We will be entitled to communicate or disclose any information on CP received in relation to or in conjunction with the subject business relationship between the legal entities of the Bosch group of companies and to process the same in compliance with the provisions of the German Federal Data Protection Act regardless of whether said information was received from CP proper or from a third party.

17. Severability clause

Should any one provision hereof be or become invalid or ineffective, the remaining provisions hereof shall remain unprejudiced. Any such invalid or ineffective provision shall be replaced by a valid and effective provision that most closely resembles the intention of the invalid or ineffective provision.

18. Venue and place of performance

a) The place of performance and jurisdiction in commercial dealings, also for disputes in relation to the check process, shall be Erfurt, Germany.
b) Contractual relationships with our CPs will exclusively be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of international private law.