

General Terms and Conditions

Scope

The following delivery and payment conditions are integral parts of all delivery and service contracts between PUK Solar GmbH & Co. KG (hereafter the Seller) and companies, legal entities under public law or public special assets. This shall apply to all subsequent dealings, even if no explicit inclusion is made therein.

Other existing general terms and conditions of the Buyer or a third party shall not be an integral part of the contract, unless the Seller has explicitly agreed to them in writing in individual cases. Even if the Seller refers to a letter which contains or refers to the general terms and conditions of the Buyer or a third party, this constitutes no consent to the applicability of those general terms and conditions. This shall apply to all following dealings, even if no such inclusion was explicitly agreed to therein.

Oral confirmation by the Seller preceding the conclusion of this contract is not legally binding, and oral understandings between the contract parties will be replaced by a written contract, unless it explicitly stated therein that they shall continue to be effective and binding.

Offers and Documents

Offers and catalog listings by the Seller regarding prices, amounts, delivery periods and availability are non-binding. Orders by the Buyer become binding following written or printed confirmation (also invoices or delivery notes) by the Seller.

Drawings, sketches, patterns and other copyrighted images may not be made available to third parties. The same applies to offers. The Seller reserves the right to all title and copyrights. The displayed images, and stated weights and measurements are approximations. Such product details do not guarantee that goods are in the corresponding condition, unless they possess an explicit written guarantee in this regard. We reserve the right to make any changes.

Prices

Decisive are the prices found on the order confirmation. Without special arrangement, the list prices valid at the time of a contract's conclusion will be charged. Prices are plus sales tax and apply ex works or delivery warehouse (according to Seller's choice).

Should the agreed delivery period exceed four months, the Seller may reasonably increase the corresponding agreed-upon prices in case of changes to the material prices for metals and alloys by its suppliers between the date of conclusion of the contract and the date of delivery. Claims arising from the disturbance of the contractual basis shall remain unaffected. The Seller's standard packing for national heavy goods vehicle shipping is included in the prices. Additional packaging – e.g., seaworthy packaging – will be charged at cost, but will not be taken back.

Export deliveries may incur customs duties, fees, and other public charges.

Deliveries

Place of delivery is the Seller's plant or delivery warehouse. Risk shall pass to the Buyer in case of collection by the buyer upon provision, in case of shipment upon transfer to a freight forwarder or carrier, at the latest, however, when leaving the plant or warehouse. Should deliveries be delayed for reasons for which the Seller is not responsible, risk shall transfer to the Buyer after it is notified of the item's dispatch readiness.

There will be no fixed delivery periods. However, the seller may guarantee binding periods in writing. When in doubt, delivery periods begin from the date of the Seller's order confirmation.

The day the goods leave the seller's plant or delivery warehouse shall serve as the day of delivery. Should a delivery prove impossible or unreasonable due to risks that can be attributed to the Buyer, the delivery period shall extend for the duration of the obstruction plus an appropriate starting time. The same shall apply in case the Seller possesses the right of retention.

The Seller may resort to partial delivery if

- the partial delivery can be used by the Buyer within the contractually intended use,
- delivery of the remaining products has been ensured, and
- the Buyer incurs no significant additional expenses this way, unless the Seller agrees to cover these expenses.

Should the Seller be unable to meet binding delivery deadlines for reasons for which it is not responsible (e.g., operational, traffic or delivery irregularities, war, acts of terrorism, fire damages, unforeseeable employee, energy, commodity or material shortages, strikes, lockouts, official decrees), it will notify the Buyer immediately and state the new expected delivery date. Should the service still be unavailable by the new date, the Seller may withdraw from the contract in whole or in part. Compensation already provided by the Buyer will be immediately reimbursed by the Seller. Unavailability of service in this sense especially applies to self-delivery by a supplier which does not arrive on time, or a congruent hedging, and neither the Seller nor the supplier being at fault, or the Seller not being liable for procurements in individual cases.

The Buyer shall cover all storage charges after the passing of risk. The Seller's storage charges are 0.25% of the invoiced amount of the goods to be stored for each full week. The assertion and demonstration of additional and low storage costs remains reserved.

Returns

The Seller shall not be obliged to take back goods that are not needed. Upon prior agreement, current catalog goods in re-sellable and immaculate condition may be returned within 3 months after delivery by means of freight paid delivery to the plant or branch free of charge. Compensation will be paid minus administrative and distribution costs. Other additional expenses for rectification or repackaging, if applicable, will be charged according to expenditure. Returns for cable clamps or other small parts shall only be accepted in unopened packaging. Returns for special version materials shall not be accepted.

Payment

In the absence of special arrangements, the following payments shall become due:

- one-third at the conclusion of the contract
- one-third when the goods are ready for delivery
- one-third at delivery.

Timeliness of a payment shall be determined by the date of receipt by the Seller. In case of default of a payment by the Buyer, all claims, including deferred receivables, of the Seller shall immediately become due. In case of default, the seller may charge statutory default interest.

Should payment deadlines not be met, or circumstances draw the creditworthiness of the Buyer justifiably into question, the Seller may demand immediate cash payments for all deliveries.

Offsetting debts through counterclaims is only permitted in case of undisputed or legally established counterclaims. Bills of exchange require the Seller's permission.

Complaints

The Buyer must immediately upon receipt check the goods for their contractual compliance, especially with regard to deviating types, amounts and weights, and for visible defects. Visible defects must be reported to the Seller in writing within one week after receipt of the goods, or – if the defects only become visible later – within one week of their discovery following the immediate cessation of any usage. Should this not occur, the goods will be regarded as approved.

Should goods prove faulty, the Seller will provide a guarantee primarily by rectifying the goods or by delivering replacement goods free of charge according to the Seller's choice (rectification). The Buyer may only claim failure of rectification after two attempts of rectification have also failed or a reasonable period without a rectification attempt has passed since the notice of defects. If in doubt, a reasonable period corresponds to the contractual delivery period.

There shall be no claims based on Defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usability, of natural wear and tear, or damage arising after the passing of risk from faulty or negligent handling, excessive strain, unsuitable equipment, defective civil works, inappropriate foundation soil, or claims based on particular external influences not assumed under the contract, or from non-reproducible software errors. Claims based on defects attributable to improper modifications, installation/removal, or repair work carried out by the Purchaser or third parties and the consequences thereof are likewise excluded.

The limitation period for warranty claims is one year from the beginning of the start of the statutory limitation period. This does not apply to goods that were used for a building according to their normal use.

Claims for the reimbursement of expenses on the part of the Purchaser in accordance with Sec. 445a BGB (entrepreneur's right of recourse) shall likewise be subject to a statute of limitations of 12 months from the start of the statutory statute of limitations, provided the last contract in the supply chain is not a sale of consumer goods.

The legal provisions regarding suspension of the statute of limitations ("Ablaufhemmung", "Hemmung") and commencement of limitation periods shall be unaffected.

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Liability

The liability of the Seller for damages, irrespective of the legal basis, especially resulting from impossibility, delay, defective or incorrect delivery, contractual violations, breaches of duty during contract negotiations and unlawful acts, insofar as it is at fault, is limited according to this section.

The Seller shall not be liable in case of simple negligence of its company entities, legal representatives, employees or other agents, insofar as no violation of a major contractual obligation is present. Essential to the contract are the obligations for timely delivery and installation of the product to be delivered, it being free from defects which could significantly limit its functionality or usability, and duties of consultation, protection and care to permit the contractual use by the Buyer of the item to be delivered, or the protection of life and limb of employees of the Buyer or the protection of its property from significant damage.

Insofar as the Seller is basically liable for damages according to this section, such liability is limited to damages the Seller has foreseen at the conclusion of the contract as a possible result of a contractual violation or which it should have foreseen by exercising care and attention. Furthermore, indirect and consequential damages resulting from defects of the delivered product are only eligible for replacement if such damages are typically to be expected during the intended use of the delivered product.

In case of liability for simple negligence, the Seller's obligation to pay compensation for property damage and financial loss resulting therefrom is limited to €20,000,000.00 per damage event, even for violations of essential contractual duties.

The preceding liability exclusions and limitations apply to the same extent to the benefit of the company entities, legal representatives, employees, or other agents of the Seller.

Insofar as the Seller provides technical consultation or advice and this consultation or advice is not part of its contractually-owed services, this shall occur free of charge under exclusion of any liability.

The liability limitations of the Seller from this section do not apply to negligent and grossly negligent conduct; guaranteed quality features; injury to life, body or health; or violations according to the product liability law.

Right of Retention

The Seller reserves the title to the goods until their purchasing price has been completely paid and all claims from the business relationship towards the Buyer have been settled. This also applies when individual claims or all claims have been included in a current invoice and the balance been determined and acknowledged.

The Buyer is only entitled and authorized to process or resell the conditional goods within the course of ordinary business and only under the provision that that the following regulations are adhered to. The Buyer may not dispose in any other manner of the conditional goods or the claims it has assigned or is obliged to assign to the seller under such regulations. If the Seller reprocesses delivered goods into new objects, these will be reprocessed for the Seller.

Should processing occur with other goods not belonging to the Seller, the Seller shall acquire co-ownership in the new objects according to their value ratio. The new objects shall be treated as conditional goods. The Buyer already now assigns any claims from the resale of conditional goods to the Seller in the amount corresponding to the value of the conditional goods. The seller shall accept the reassignment. The value of the conditional goods in the sense of these regulations is the invoice value of the Seller plus a security premium of 50%. The same shall apply for other claims which may take the place of the conditional goods or arise in connection with the conditional goods, e.g., insurance claims or claims resulting from unlawful acts in case of loss or destruction.

The Seller shall authorize the Buyer, under reservation of revocation, to collect claims derived from reselling. The Seller shall not make use of her collection authority as long as the Buyer fulfills its payment obligations. Upon the Seller's request, the Buyer must name to the Seller the debtors of the assigned claims and notify them of the assignment. The Seller is hereby authorized to disclose the assignment to the debtors on behalf of the Buyer.

Should the value of the securities granted by the Seller exceed the claims by more than 10%, the Seller, undertakes to return or release the securities to such extent on the Buyer's request. The Seller may choose which securities to release.

The Buyer must immediately inform the Seller of any enforcement or other measures by third parties that could legally or actually affect the Seller's rights to the conditional goods or assigned claims, and provide all documents required for an intervention. In case of seizure or any other confiscation, the Buyer must inform the enforcement officer of the Seller's ownership and notify the Seller within three days by supplying a copy of the seizure report. The Buyer shall bear the costs of protecting the Seller's property rights.

Place of Jurisdiction; Applicable Law

The Seller's headquarters shall serve as the place of jurisdiction for any disputes arising from the business relationship of the parties. However, the Seller may sue the Buyer's location or at the delivery address. Only German law shall apply under exclusion of UN sales law.

Miscellaneous

Should this contract or these general terms and conditions contain regulatory gaps, these gaps shall be considered to be filled with such legally effective regulations which the contract parties would have agreed to according to the economic objectives of the contract and the purpose of these general terms and conditions, if they had been aware of the regulatory gap.

Valid as of: January 2018