

# Terms&Conditions on the sale of PV modules from SANYO Component Europe GmbH

This contract describes the terms and conditions applying to the sales of PV modules from:

**SANYO Component Europe GmbH**

(Hereinafter referred to as SELLER) to any BUYER.

## 1. Payment

### 1.1 Maturity

The purchase shall be paid by BUYER under the conditions established on the Order Confirmation and delivered by SELLER to the point of destination.

### 1.2 Payment Terms

BUYER shall pay the purchase price by way of wire transfer free of expenses into the bank account specified on the invoice.

This price shall be payable net cash in one sum and free of any deduction unless other payment terms be mutually agreed on writing.

### 1.4 Payment Default

In the event of a payment default pursuant to the section above, a late charge of 0.85% per month shall be charged on all delinquent amounts. SELLER will provide written notice of any incidence of delinquent payment to BUYER's designated representative; SELLER's claims due to payment default are dependent on this notification.

### 1.4 Further Rights

Neither Party shall have the right to set off, withhold or reduce any amounts unless the underlying claims have become final or are expressly acknowledged by the other party

## 2. Procedure of Purchase

A delivery shall be considered binding after the BUYER has issued a Purchase Order (PO hereinafter) to the SELLER and the SELLER has issued an Order Confirmation (OC hereinafter), both with the same:

- Module Type
- Amount of Modules
- Delivery Point
- Delivery and Payment Terms (from Incoterms 2000)

SELLER has the right to issue an OC with a delivery date different to the PO. In this case, BUYER has the right to cancel the PO within 2 (two) days upon receipt of the OC. After this period, the OC shall be considered binding, unless both parties agree its cancellation or change.

## 3. Shipment and Delivery

### 3.1 Delivery

The modules delivered for carriage (DDP Incoterms 2000) shall be shipped as agreed to the point of destination and date specified by SELLER in the OC. Before the shipment is due to dispatch, SELLER shall provide BUYER with the Flasher Reports (factory measured module power, voltage and current data for each delivered module at the time a shipment is prepared).

Upon receipt of a shipment, BUYER must confirm SELLER via facsimile or Email the arrival of the goods immediately.

### 3.2 Packaging

The packaging must enable the content-identification during transportation and storage. Each container or truckload shall only be loaded with modules for one single point of destination and shall be completely unloaded by BUYER after arrival at the destination.

### 3.3 Costs

The cost for transportation and insurance shall be paid according to the agreed Incoterms.

### 3.4 Late Delivery

In the event of a delivery on a date 7 (seven) days later to the one specified on the OC, if this delay can be attributed to the SELLER or any representative, employee or subcontractor thereof, SELLER shall incur a penalty charge in the amount of 0.4% of the purchase price of the goods that are delivered late for every full week of delay, with a maximum amount of 4.8%, under the condition that this delay can be attributed to the SELLER due to intention or gross negligence.

Irrespective of the penalty defined before, BUYER is entitled to claim that

the fulfilment of the Agreement is of no further interest to him due to a delay for which SELLER is responsible.

### 3.5 Refused Delivery

In the event that BUYER refuses to accept a delivery, later than 2 (two) days after SELLER has issued the OC, BUYER shall incur a penalty charge of 2% of the purchase price specified on the PO.

In the event that BUYER refuses to accept a delivery, before SELLER sends OC or within 48 (forty-eight) hours thereafter, the PO shall be considered cancelled without a penalty for any party.

## 4. Liability

With respect to liability for defects of the modules, SELLER shall follow the rules defined in the applicable "Guarantee Document".

### 4.1 Other Liabilities

Regardless of the "Guarantee Document", SELLER shall fulfil any liabilities defined by the German law. However, any liability for consequential harm caused by a defect is excluded.

### 4.2 Personal Liabilities

Any limitation of liability for damages of the parties shall also apply to any personal liability for damages of employees, workers, representatives and the likes of both parties.

## 5. Applicable Law and Arbitration

### 5.1 Applicable Law and Language

This agreement shall be construed according to the laws of Germany. Proceedings shall be conducted in English language.

### 5.2 Arbitration

All disputes arising out of or in connection with this agreement shall be submitted to the International Chamber of Commerce and shall be finally settled under the rules of arbitration of the International Chamber of Commerce by three arbitrators. Each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the appointment shall be made by the president of the district court Munich. The third arbitrator, who will act as chairman of the Arbitral Tribunal, shall the parties, by agreement, nominate for confirmation. Should such procedure not result in a nomination within the time limit fixed by the parties or the Court, the third arbitrator shall be appointed by the president of the district court Munich.

The place of arbitration shall be Munich.

Every award shall be binding on the parties. By submitting the dispute to arbitration under the ICC-Rules of Arbitration, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

## 6. Technical and Commercial Information

SELLER shall make available at all times the following product information, for each module type sold:

- Module Datasheet or Specification
- Product Guarantee Conditions
- Module Installation Manual
- Certificates

unless otherwise specified, this information must be available on the SELLER's website.

## 7. Miscellaneous

### 7.1 Form Requirement

Any changes of the conditions have to be made in writing. Facsimile or Email shall be sufficient unless otherwise provided.

### 7.2 Guarantees

BUYER may transfer its rights under SELLER's guarantees given in this agreement to its transferee, including but not limited to the "Module Guarantee".

## 8. Validity

This Terms&Conditions are valid for all shipments with delivery from 1st of April 2009.