

## General Business Conditions

for customers of  
Megasol Energy Ltd.

### I. General

The following general business conditions apply to present and future business relations between Megasol Energy Ltd. (hereinafter referred to as "Megasol"), and natural persons or body corporates with which a contractual relationship is entered (hereinafter referred to as "customer").

### II. Contract Conclusion

By conclusion of the contract the customer accepts these general business conditions.

**Offers and contract propositions are noncommittal and are valid for one week, if not specified otherwise.** By placing an order, the customer submits a binding offer. The agreement is accomplished if Megasol accepts the offer by **confirming the order in writing** or by supplying the ordered goods. The acceptance of all offer is under reserve of the availability of ordered goods.

**Solely the order confirmed in writing by Megasol is authoritative for scope and quality features of the delivery.**

### III. Agreement as to quality

The purchased item shall be as contractually agreed if it is suitable for ordinary use/has a quality which is usual for items of the same type and which the customer can expect according to the nature of the item. Specimens, brochure indications or information arising from other

advertising material are all non-binding reference material.

Any agreement as to Quality deviating from these terms or the assumption of any guarantee shall only be valid when confirmed in writing by Megasol. Megasol's employees shall not be entitled to make or give any quality agreements or guarantees extending beyond the written contract and these terms. The authority to represent of the managing directors and holders of general commercial power of attorney shall not be affected.

### IV. Delivery

Delivery is effected upon payment in advance unless otherwise agreed. Terms of delivery begin on arrival of the stipulated payment in advance.

In case Megasol should not meet the terms of delivery, Megasol falls behind. The customer can set an additional respite of 30 days in written form. Should the delivery not be effected after expiry of the additional respite, the customer can refuse acceptance of the delivery.

If the customer is in default with accepting goods or services, or if the customer culpably breaches other duties of collaboration, then Megasol shall be entitled to demand indemnity for any losses suffered in this regard, including any additional expenses. The right to assert further claims or rights remains reserved.

If a "payment upon delivery" has been agreed, Megasol issues an invoice when the goods are ready for shipment. The goods will be shipped immediately upon receipt of the money.

## **V. Compensation for Damages**

Claims for damages of the customer (by reason of delayed or not effected delivery) are excluded. This does not apply if a wilful or grossly negligent conduct on the part of Megasol can be proven.

With the dispatch of ordered goods, the risk of delivery passes over to the customer. Acceptance of delivery by the customer cannot be refused for reasons of negligible deficiencies.

## **VI. Prices and Payment**

Our prices are calculated in CHF, exclusive of value added tax, packaging and logistics allowance if not specified otherwise.

The payment date shall also be the expiry date. Complaints relating the invoice must be made in writing within 14 days after reception, otherwise the invoice shall be considered to have been accepted.

Unless required by law, Customer shall not be entitled to offset Megasol's claims against possible counterclaims. Reductions on invoice amounts are not accepted unless there is an explicit agreement therefore.

The payment shall also be done in due time if unimportant parts are missing which do not affect the use or in the event of defects which do not render the goods unfit for use but which require post-delivery work or follow-up deliveries.

If delivery on account has been agreed, Megasol can claim a default interest and costs thereby incurred in full legal amount as soon as the customer falls behind. Each reminded invoice will be charged with CHF 25.-.

## **VII. Retention of Title**

The ownership of goods of the contract description only passes on to the customer with full payment of the purchase price. In case that the customer defaults, Megasol is entitled to reclaim delivered goods. Megasol shall be entitled to have the retention of titles registered in the respective documents in advance. Customer undertakes to support measures that serve to register the retention of titles.

With respect to deliveries made to countries in which all-monies clauses are legal, the title to the goods shall not be transferred to Customer before all claims arising from the business relationship have been paid in full.

With respect to deliveries made to countries in which the extended reservation of title is legal, the following provisions shall apply: Customer shall be entitled to resell the goods subject to the retention of title within the course of its ordinary business. However, Customer hereby agrees to transfer any and all claims arising from the resale of the goods subject to the retention of title to Megasol in advance. Provided that it meets its payment obligations, Customer shall be entitled to collect the claims transferred. The aforementioned authorization to collect suchlike payments shall lapse upon being revoked: however, by Customer's default in payment at the latest.

## **VIII. References**

Except otherwise communicated from the customer, Megasol is authorized to mention in its list of references in word and by using the brand icon the name of the customer.

## **IX. Warranty**

Damages caused by delivery must be attested in writing by the delivery service immediately. Damage to delivered goods visible from the outside must be reported to Megasol in writing immediately; damages not visible from the outside must be reported to Megasol in writing within 4 days, so that these can be covered by the goods in transit insurance. Otherwise the delivery is classified as approved. Buried deficiencies can be reported as far as one year after delivery. In addition, article 197 ff. of the Swiss Federal Code of Obligations (OR) applies. The guarantee period begins at the purchasing data at Megasol.

Where there is no other mention, the following warranty periods are valid:

- for standard solar panels  
> 100 Watts: 10 years
- for all other standard article and for custom products: 2 years
- for second hand goods and articles marked as B- or C-class such as wastage:  
no warranty

In case that a deficiency which must be represented by Megasol exists, Megasol has the choice of remedying deficiencies or replacing defective goods. If rectification of defects or compensation delivery fails repeatedly, the customer may demand reduction or annulment of the contract.

Claims for replacement of consequential harms caused by a defect which do not result from deficiencies of the contractually assured product qualities are excluded.

Claims for damages and reimbursement of expenses are excluded, whatever the legal ground may be, particularly because of violation of responsibilities in obligation and in tort.

This does not apply if liability is obligatory. In case Megasol negligently violates a contract-constitutive obligation, liability to pay material damage or personal injury is limited to typically predictable damage. In addition, article 41 ff. of the Swiss Federal Code of Obligations (OR) applies.

In case the customer alters or materially combines and retails received goods, Megasol is released from third party liability claims.

## **X. Data Protection**

Megasol notifies that customer data is stored and used for business purposes pursuant to the Swiss Federal Act on Data Protection (FADP).

## **XI. Jurisdiction**

The courts of Switzerland shall have exclusive jurisdiction to settle any dispute arising from the contractual relationship. Megasol, however, is also entitled to sue at the customer's place.

The Swiss law is the basis for the privacy of contract in connection with this agreement.

## **XII. Severability Clause**

In case relevant specifications of the contract, including these general business conditions should be or become wholly or partly void, or in case this contract contains a loophole, no other provisions' validity is affected through this.

Subsidiary arrangements must be in written form.

### **XIII. Final Clause**

Exclusively Megasol's General Terms & Conditions shall apply. Customer's general terms & conditions shall only apply if Megasol has explicitly accepted the same in writing.

The present version shall replace the version issued in November 2011 and shall come into force and effect as from 30 June 2014.