

General terms and conditions of SOLARBROKER GmbH, Josefstraße 4, 52249 Eschweiler
(Company reg. no.: HRB 17720)
(Version: 09 July 2010)

Section 1:

Scope

- (1) These general terms and conditions are valid for the referral of contracts and/or the demonstrated opportunity to execute contracts for the purchase of products and/or the rendering of services with *SOLARBROKER GmbH*, Bonner Logsweg 28, 53123 Bonn (Hreg Nr. HRB 17720)
- (2) These general terms and conditions only apply if the customer is a merchant.
- (3) General terms and conditions of the customer will not apply – even if the customer refers to them in his order, unless *SOLARBROKER GmbH* explicitly consents to them in writing.

Section 2:

Object of the service agreement

- (1) In particular, *SOLARBROKER GmbH* provides referral and other services relating to the acquisition of solar energy equipment. The services include the establishment of contacts, in order to initiate contract negotiations with suppliers and associated services, such as quality assurance, insurance, project planning and/or logistics.

- (2) Purchases or contracts executed in connection with or based on performances rendered by *SOLARBROKER GmbH* are exclusively deemed between the customer and the respective supplier, unless SOLARBROKER is specified as contractual partner in the respective contract.
- (3) *SOLARBROKER GmbH* does not become a party of a contract between buyer and supplier. *SOLARBROKER GmbH* does not act as vendor or buyer or legal representative of a vendor and/or buyer. Said contract will be transacted outside the performances rendered by *SOLARBROKER GmbH* and outside the service agreement settled with *SOLARBROKER GmbH*. *SOLARBROKER GmbH* will not be responsible for the business relations between the customer and the respective contractual partner, their content and/or success.
- (4) Should the customer show genuine interest in the conditions of a supplier provided by *SOLARBROKER GmbH*, and the service agreement with *SOLARBROKER GmbH* in Section 3 has materialized, *SOLARBROKER GmbH* will enable the contact between the customer and the respective supplier. The customer is not obligated to conclude a contract with the respective supplier.

Section 3:

Conclusion of the service agreement

- (1) The offers from *SOLARBROKER GmbH* about their own services or services performed by subcontractors are subject to change. They serve as a basis for possible negotiations between the customer and the respective contractor and/or supplier.

- (2) Unless otherwise agreed in writing, the service agreement will be concluded after it has been signed by the customer and subsequently confirmed by *SOLARBROKER GmbH*. This confirmation can be explicit or based on the rendering of performances.

Section 4:
Commission

- (1) The customer agrees to pay *SOLARBROKER GmbH* a commission for the provided performances and services specified on a separate invoice. The amount of the commission results from the service agreement and/or another written agreement. Payment will be due upon receipt of the invoice by the customer.
- (2) The customer is obligated to provide *SOLARBROKER GmbH* with information about the quantity and detailed content, in particular the amount of compensation, quantity and type of merchandise and/or services of the contracts concluded with the respective supplier and to supply copies of the respective contracts, bills of lading, letters of credit and other documents associated with the conclusion of the contract no later than within 10 (ten) business days after the respective conclusion of the contract.
- (3) The commission entitlement will exist irrespective of whether the contract between the customer and the respective supplier is fulfilled, in particular irrespective of possible defects, incorrect deliveries, cancellation or rescission.

- (4) The commission entitlement will apply to any subsequent transactions between the respective supplier and customer concluded within 24 (twenty-four) calendar months from the conclusion of the first transaction between the respective supplier and the customer.

Section 5:
Liability

- (1) SOLARBROKER GmbH cannot guarantee the availability of services offered by SOLARBROKER GmbH but provided by a third party.
- (2) *SOLARBROKER GmbH* will be liable in accordance with the legal provisions for damages caused willfully or grossly negligently, for personal injuries, for the absence of a guaranteed property as well as for claims arising in connection with the Product Liability Act.
- (3) *SOLARBROKER GmbH* will only be liable beyond the liability pursuant to Section 5 no. 1 for damages due to the violation of essential contractual obligations (material obligations), specifically limited to damages with regard to reason and amount which were typical and foreseeable from the contractual agreement.
- (4) *SOLARBROKER GmbH* has the undisputed right to defense of contributory negligence.
- (5) *SOLARBROKER GmbH* is not responsible and does not assume liability for the accuracy and/or completeness and/or legitimacy of information, advice or recommendations provided by the respective supplier and/or for other contracts and/or their violation between the customer and the respective supplier. This

includes any information provided by the respective supplier relating to the respective goods or services, including promotional statements, the use of industrial property rights and/or copyrights.

- (6) The respective supplier indemnifies *SOLARBROKER GmbH* from any third-party claims due to or in connection with information provided by the supplier concerning its goods or services. This applies in particular to the violation of third-party rights caused by disclosure, processing or other use of information provided by the supplier.
- (7) SOLARBROKER is not responsible for brokered services by third party developers. The liability for the correct delivery and the verification is the responsibility of the third party developer.

Section 6:

Service provision

- (1) SOLARBROKER GmbH can use the services of subcontractors or assign a complete offer to a subcontractor in order to provide their services
- (2) The potential buyer can only object to the intervention of a subcontractor upon good cause shown.

Section 7:

Final clauses

- (1) Bonn is agreed as the place of fulfillment for claims arising in connection with the service agreement.

- (2) This service agreement has been construed in accordance with the laws of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

- (3) The place of business of *SOLARBROKER GmbH* has been agreed as the legal venue for any disputes arising from and in connection with this service agreement.

Eschweiler, 09 July 2010