



General Terms and Conditions for the Sale and Delivery of Goods as amended in May 2012 Ulbrich of Austria GmbH

I Conclusion of Contract

1. We will make all - also future - supplies and provide all services exclusively on the basis of the General Terms and Conditions for the Sale and Delivery of Goods (hereinafter "the Terms") set out below. We hereby note that we do not acknowledge contradictory terms and conditions of purchase of the customer. Even if we supply goods unconditionally, we shall not be deemed to have agreed with the customer's terms. Oral statements of our representatives or staff must be confirmed by us in writing.

The Terms and Conditions, as amended from time to time, are available online at <http://www.pvribbon.com/contact/contact-worldwide/> at any time and can be saved and printed by the customer in reproducible form. These Terms in their respective latest version constitute a framework agreement, as amended from time to time, and apply also to all further transactions between the parties, and we are not required to incorporate them by reference in a particular case. Deviating individual understandings must be made in writing and shall apply only to the respective transaction and not to subsequent transactions.

By placing an order or by signing especially our order forms, acknowledgments of orders, quotes and other business records, the customer agrees with the content of these Terms and confirms that he has read or has at least had the opportunity to know the content of these Terms.

Amendments of these Terms shall be deemed to have been approved and are applicable also to existing contracts, unless the customer objects to amended Terms within three months after such amendments were notified. Amended Terms may be announced in writing or electronically with a reference to the legal consequences.

2. Our quotes are without engagement. Agreements and orders become binding only if we have confirmed these in writing or have supplied the goods.

3. Information on technical specifications and references to standards and the like shall be deemed to guarantee certain characteristics only if they are expressly designated as such in writing. Other information, including but not limited to details in promotional materials, are in any event of a non-binding nature. Discrepancies between deliverables and quotes, models, samples and advance deliveries are permitted in accordance with ÖNORMEN in their currently valid form, other pertinent technical standards, and tolerances customary in the industry.

II Prices, Terms of Payment

1. Our prices are quoted EXW (pursuant to INCOTERMS 2000), exclusive of packaging, shipment, and value-added tax, unless otherwise quoted or agreed. We may raise our prices between the contract conclusion date (written acknowledgment of order) and the delivery date, if there is a more than 15% increase in production cost. We will then bill the prices valid on the delivery date. If no prices were agreed for orders, we will bill the prices valid on the delivery date.

2. Our prices are based on ordinary shipping and transport conditions, provided that these form constituent parts of prices. Additional costs incurred as a result of obstacles or impediments to shipping or transport conditions must be borne by the customer. The same is true for dead freights beyond our control.

3. Prices for all metals quoted in our acknowledgment of order are based on average rates of the preceding quarter, unless explicitly agreed otherwise. These prices are adjusted on a rolling basis and can therefore be changed also after conclusion of the contract (at the commencement of a quarter). If it is agreed to calculate metal



prices on the basis of a method other than average prices, that method must be maintained and cannot be changed for at least 12 months.

4. Taxes, consular fees, customs duties and other charges will be added to the price, provided they are included in the price and subsequently change or are newly incurred. Should the price explicitly not include these costs, the latter shall be borne by the customer in addition to the price.

5. We will reserve title to the delivered goods until all invoiced amounts have been paid (reservation of title). Should reservation of title not be valid or enforceable according to mandatory laws applicable at the goods' location contrary to the choice of law clause, a security corresponding to reservation of title in this area shall be deemed agreed. The customer undertakes to do and participate in anything which is necessary to establish and maintain comparable rights or securities.

The customer does not acquire title to items he has created by processing reserved goods. We will become co-owner of items created as a result of processing reserved goods along with other items not belonging to the customer in proportion of the reserved goods' value compared to that of the processed items.

The customer may sell the reserved goods in the ordinary course of business, unless the customer has defaulted on or stopped payments altogether. The customer may neither pledge nor assign the goods as security. Any pledging of reserved goods must promptly be reported to us, and (a copy of) the seizure report must be attached to this report. Should the customer already be entitled to claims towards third parties due to damage to or loss of not fully paid goods, the customer assigns to us already at this point in time his payment entitlements. If the customer sells the goods, he will assign and transfer to us already at this point in time all rights from the sale he is entitled to vis-à-vis his customers, along with all rights and securities, even if the goods were processed, as payment for all our receivables. We will not collect the assigned claims as long as the customer fulfils his payment obligations. The customer is obliged to give us the names of the third-party debtors and to inform these of the assignment. The assignment of claims must promptly be noted in the customer's books and records, delivery notes, invoices etc. in accordance with the legal provisions. The customer may collect such claims as long as we do not instruct him otherwise and as long as he is not in default with payment or has stopped payments altogether. We may inspect the customer's books and records to verify whether the customer has noted the assignment in his books and records. If the customer defaults on payments to be made to us, proceeds from the sale of goods received by him shall be separated, and the customer shall hold these only on our behalf.

6. The customer may not withhold or set off payments in reliance on warranty claims or other claims. The customer may only set off counterclaims against undisputed or finally established claims.

III Delivery Periods, Delivery Dates

1. Delivery periods and delivery dates indicated by us are non-binding approximate periods and dates, unless we have expressly confirmed their binding nature when we have acknowledged the order; in the latter case, these periods and dates are valid and binding only subject to unrestricted transport possibilities and availability at our producers.

As a matter of general principle, the customer may not lodge claims for compensation of damage due to delays in delivery (except in case of our intent) and penalties (contractual penalties) due to late deliveries.

Delivery periods commence with the date of our acknowledgment of order, but not prior to clarification of all details of the technical and commercial aspects of the order.

2. If the customer does not fulfil his duties to cooperate or other ancillary duties in due time, we may reasonably extend agreed delivery periods and delivery dates, without prejudice to the rights we are entitled to in case the customer is in default with acceptance of the goods.

3. Compliance with the delivery periods and delivery dates shall be determined in terms of the point in time at which the goods are dispatched from the factory/warehouse. If the goods cannot be dispatched in due time



without our fault or if the goods are not called off by the customer, we shall be deemed to have observed the respective delivery periods and delivery dates once we have given notice that the goods are ready for dispatch.

4. If we miss an agreed delivery date for reasons within our control, the customer shall grant us a grace period of at least two weeks in writing. If we do not deliver the goods within that grace period and if the customer therefore wants to withdraw from the contract or wishes to claim compensation for damage in lieu of performance because we have acted with intent, the customer shall explicitly threaten to do so by advance written notice and grant us another reasonable grace period.

5. The customer is obliged, at our request, to state within a reasonable time limit whether he will withdraw from the contract due to the delay of delivery and/or, in case of intent, whether he will claim compensation for damage in lieu of performance or whether he will insist on delivery.

6. If the customer wants us to perform tests necessary for the use of the products, form and scope of such tests shall expressly be agreed in writing. Unless this agreement is reached when the contract is concluded, we may separately charge the costs incurred to the customer.

7. We are entitled to make partial deliveries. We will pay for the resulting additional costs if the customer was not responsible for the reason why we made partial deliveries.

IV Force Majeure, Obstacles for Delivery

In case of events of force majeure, we may reasonably postpone our supplies as long as such obstacles exist. Should it thereby become unreasonable for either party to consummate the contract, such party may withdraw from the contract without incurring any costs. Force majeure shall also mean any circumstances beyond our control, which make it substantially difficult or impossible for us to supply the goods, such as monetary and trade policies or any other sovereign action, strikes, lockouts, malfunctions (such as fire, machinery breakdown, roller breakdown, shortage of raw materials or energy) as well as obstruction of traffic routes, whether or not these circumstances occur and affect us or any of our suppliers.

V Acceptance

1. Special forms of acceptance that have been agreed can take place only at the factory immediately after notice was given that the goods are ready for dispatch. Costs arising in connection with the acceptance procedure shall be borne by the customer.

2. If the customer fails to accept or does not timely or fully accept the goods, we may dispatch the goods without an acceptance procedure or store them at the customer's cost and risk. In such a case, we shall be deemed to have delivered the goods in accordance with the terms of the contract once the goods were dispatched or stored.

VI Measurements, Weights, Quality

1. Compliance with measurements and technical data is governed by the relevant DIN/EN-standards and the SEMI standards 119563-PV018-00-0811 and 119563-PV019-00-0811 applicable to PV. Although the measurements and weights we have indicated in quotes or acknowledgments of orders were given to the best of our knowledge, they are only approximate in nature.

2. Manufacturing tolerances of up to +/- 10 % in respect of weights and quantities of deliveries are permitted both regarding the total quantity and partial deliveries.

3. Billing will be based on the weights and measurements stated in our delivery notes. We can process complaints only if we have received them immediately after delivery. The customer is required to note shortfalls in quantities on the delivery note/consignment note.



VII Shipment and Transfer of Risk

1. Unless otherwise agreed, we will select the forwarding agent or carrier and the type of dispatch at our reasonable discretion, and the customer is deemed to agree with any usual form of dispatch. Unless otherwise agreed, transport costs shall be borne by the customer.
2. The risk shall pass to the customer as soon as the goods were delivered to the transport company or have left our warehouse/factory for dispatch. The goods are transported at the customer's risk even if we supply the goods free place of use. If dispatch is delayed for reasons within the customer's control, the risk shall transfer on the day we give notice that the goods are ready for supply. If we have to bear the risk, we will bear only those risks which are covered by our liability insurance. We will send the customer a confirmation on the risks covered at his request. Any further risks shall be borne by the customer from the date of individualization.
3. Material reported as ready for dispatch must be called off from the factory within four days at the latest. Otherwise, we may assert the rights which apply if the customer is in default with acceptance. We are particularly entitled, but not obliged, after a reasonable grace period of at least ten days, to withdraw from the contract as a whole, including from all further contracts, and to dispose of the goods otherwise or to suspend the delivery of other goods altogether. We are also entitled to insist on performance of the contract. In this case, the customer is obliged to pay for reasonable costs incurred by us.
4. Whenever we have assumed shipping charges, we can either deliver the goods on a freight prepaid basis or reimburse shipping charges to the customer. Additional costs incurred due to the customer having chosen a special form of shipment shall always be borne by the customer.
5. Non-reusable packaging is calculated at cost price and will not be taken back. The customer shall collect and store free of charge any reusable packaging. We will collect reusable packaging at reasonable intervals at our cost and expense and without reimbursement after notification by the customer.
6. If we are responsible for any delay in the dispatch of shipping documents or other receipts, we shall be liable for the consequences only in case of gross negligence and intent.
7. The customer shall note any visible transport damage in the shipping documents, promptly arrange for fact finding procedures, and notify us thereof in writing.

VIII Product Information, Confidentiality

1. We disclaim any liability for our product information or performance specifications other than within the scope of a particular contract. We reserve the right to make technical changes during product development. Our product descriptions and information describe only the condition of our products and services and shall not represent a guarantee. Notwithstanding the above, the customer is obliged to independently examine our products and services as to whether they are fit for their intended use.
2. Any commercial or technical information provided by us (including features to be derived from delivered items, and other knowledge and experience) shall not be disclosed to third parties, unless they are verifiably public domain or were designated by us for resale by the customer, and may be made available only on a "need-to-know" basis to persons within the customer's business who are also subject to confidentiality obligations; we shall remain sole proprietor of that information. Such information may not be reproduced or used commercially without our prior written consent. At our request, any information provided by us (where relevant including any copies or records), and any loaned items shall promptly and fully be returned to us or be destroyed.
3. We reserve all rights to the information referred to in paragraph 2 (including copyrights and the right to apply for industrial property rights such as patents, utility models, semi-conductors etc).



IX Liability for Defects

1. Quality and workmanship of the goods depend on the samples and the characteristics expressly agreed to be binding in writing (warranted characteristics). We reserve the right to change design or workmanship within the scope of characteristics warranted by the offer, and these changes shall not constitute defects. The customer cannot assert any rights due to deficiencies regarding our supplies and services if these deficiencies only insignificantly diminish the value or fitness of our supplies and services.

2. If any supplies and services are inadequate and the customer has made a written complaint within 5 work days pursuant to Section 377 of the Austrian Commercial Code (UGB), we may either supply what is missing or take corrective action (subsequent performance). The customer shall grant us a reasonable time limit of at least 20 work days for this purpose.

3. If subsequent performance is unsuccessful, the customer may reduce the purchase price or withdraw from the contract. The customer may withdraw from the contract only if he has threatened to do so by giving express advance written notice and if he has granted another reasonable grace period of at least 20 work days.

X Compensation of Damage

We are liable to compensate damage on whatever legal ground, including but not limited to a breach of obligations under the contractual obligation and liability for a wrongful act, only if we, our legal representatives or vicarious agents have acted with intent or gross negligence. We disclaim any liability for slight negligence. In case of gross negligence, we are liable for typical contractual, foreseeable direct damage, which shall not exceed three times the invoice value of the goods concerned. We are liable for indirect damage, lost profit, loss of savings and consequential damage only in case of intent. We cannot disclaim or limit liability whenever the provisions of the Product Liability Act or other mandatory provisions prescribe liability for injuries to life, body or health or in case of any damage to privately used items.

A right of recourse pursuant to Section 933b of the Austrian Civil Code shall be excluded.

XI Usability, Handling

We do not accept any liability for the goods' fitness for the purpose intended by the customer. It is the customer's sole responsibility to select and examine the goods as to their fitness for the customer's purpose. The same applies for purely optic variations which do not affect the proper use of the goods.

We do not warrant for any defect and damage caused by inappropriate or improper use, incorrect assembly or commissioning by the customer or third parties, changes and fixtures not explicitly authorized by us, regular wear and tear, incorrect or negligent handling by the customer or third parties, improper storage, climatic influences, use of the goods for any purpose other than the originally intended purpose, non-compliance with delivered or generally known rules, etc. We will accept liability on whatever legal ground only if a defect or damage was not caused or substantially aggravated by the customer's or third parties' improper handling of the goods. The customer shall ensure that the customer himself and any third parties instructed by the customer are fully informed of the requirements and regulations in connection with the handling of the goods.

XII Statute of Limitation, Burden of Proof

Claims asserted due to deficiencies of our supplies and services become statute barred six months from delivery. A limitation period of three years from delivery applies to claims for the recovery of damages.

The burden to prove the existence of deficiencies or damage shall be on the customer.

XIII Deliveries Abroad



1. If the place of supply or service is abroad, the goods shall be cleared through customs, taxed, and insured, if appropriate, at the customer's cost and expense. Simultaneously, the customer shall obtain and produce, if necessary, and pay for all permits and approvals as prescribed by law, which are necessary for the export of the goods from Austria and their import into another state, and the customer shall also issue the corresponding declarations.
2. If goods are delivered from the Republic of Austria to other EU Member States, prior to those deliveries, the customer shall send us his value added tax number which is used to tax purchases within the EU. Otherwise, the customer is required to pay not only the agreed purchase price, but also value added tax which we are required to pay by law.
3. Deliveries from the Republic of Austria to other EU Member States are billed on the basis of the VAT legislation of the respective recipient Member State, if the customer is registered for VAT purposes in another EU Member State or if we are registered for VAT purposes in the recipient Member State.

XIII Governing Law, Jurisdiction

1. All contracts shall be governed by and construed in accordance with the laws of the Republic of Austria, under exclusion of non-mandatory conflict of law rules and the UN Sales Convention.
2. Place of performance shall be at 7000 Eisenstadt. All disputes arising between the parties, including disputes on the validity of these Terms and the valid conclusion and cancellation of contracts shall be referred to the Regional Commercial Court (*Landesgericht in Handelsachen*) having jurisdiction for Eisenstadt. We reserve the right to sue the customer also at the customer's seat.
3. Should any term hereof be or become invalid in whole or in part, this shall not affect the other terms hereof, which shall remain in full force and effect. The parties shall agree on a substitute clause which closet reflects the legal and economic intent of the invalid term.