

GENERAL TERMS AND CONDITIONS OF HANWHA Q CELLS GMBH

GOVERNING AGREEMENTS WITH CONTRACTORS

GENERAL PROVISIONS

1. Exclusivity

1.1 All purchase agreements, contracts for work, contracts for work and materials and service contracts between Hanwha Q CELLS GmbH - hereinafter referred to as „the Company“ - and its contractors - hereinafter referred to as „the Contractors“ - shall exclusively be governed by the following General Terms and Conditions.

1.2 Any conditions of the Contractor that are contrary or supplementary to or at variance with the present conditions shall not become part of the contract unless expressly recognised by the Company in writing.

PURCHASE AGREEMENTS, CONTRACTS FOR WORK AND CONTRACTS FOR WORK AND MATERIALS

2. Design records, copyrights and confidentiality

2.1 The Contractor undertakes to treat as secret any information embodied by drawings, records, perceptions, samples, manufacturing aids, patterns, data carriers etc. left to it for its use by the Company and not to make them accessible to any third party (including subcontractors), reproduce them or use them for any purpose other than contractually agreed except with the Company's approval. This obligation of secrecy shall remain in force beyond the performance of the given contract.

2.2 The obligation of secrecy pursuant to sub-paragraph 2.1 shall not apply to any information that is or becomes publicly known or was already known to the Contractor unless this is or was caused by a breach of contract on the Contractor's part.

2.3 Ownership of and the copyrights and all other rights to any information, records and objects made available by the Company shall remain with the Company. The Contractor shall at its expense carefully keep safe, tend and insure the records and objects placed at its disposal and shall surrender them to the Company or destroy them at the latter's request at any time. The Contractor shall have no right of retention, no matter on what ground. Written assurance is required to the effect that such a request for return and/or destruction has been fully met.

2.4 It is only with the express written consent of the Company that the Contractor may make reference in its information or advertising materials to its business relations with the Company.

2.5 The Contractor shall be liable for any damage sustained by the Company as a result of a breach of one of the obligations referred to in sub-paragraphs 2.1 to 2.4.

3. Contractor's offer

3.1 In submitting an offer the Contractor shall respond precisely to the inquiry and shall expressly draw attention to any deviation from it.

3.2 In its offer the Contractor shall quote packing costs, customs clearance charges and customs duties separately.

3.3 Where the Contractor has reservations about the type of design ordered, it shall promptly so notify the Company in writing.

3.4 The Contractor shall submit its offers and cost estimates free of charge.

4. Placing of orders by the Company

4.1 The Company shall place and modify its orders in writing. The substance of orders or modified orders placed orally or by telephone shall not be binding unless promptly confirmed by the Company in writing.

4.2 Any order or modified order of the Company shall be confirmed by the Contractor in writing, indicating the full voucher number, the transaction number and the order date.

4.3 The obligation to take back packaging shall be governed by the pertinent statutory provisions.

5. Delivery, delivery dates, delay in delivery

5.1 The Contractor shall notify the Company of any licensing or registration requirements associated with the import and/or operation of the

items delivered by it.

5.2 The Contractor shall select the modes of transport that are most convenient to the Company. If the transport charges are borne by the Company, the Contractor shall select the most favourable from among the most convenient modes of transport.

5.3 If, notwithstanding paragraph 6, the risk passes to the Company before hand-over or formal acceptance, or if the Company, notwithstanding sub-paragraph 8.4, has already made a down payment, the Contractor shall be obligated to insure the delivery items at its own expense against the usual transport risks.

5.4 Consignments shall be accompanied by a delivery note, indicating the full voucher number, the transaction number and the order date.

5.5 Agreed delivery dates are binding. The decisive criterion for the timeliness of a delivery shall be its receipt by the Company or by the consignee named by it.

5.6 As soon as the Contractor realises that it is unable to fulfil its contractual obligations in whole or in part or on time, it shall promptly so notify the Company in writing, stating the reasons for and the expected duration of the delay.

5.7 In case of a delay in delivery the Company shall be entitled to flat-rate damages on account of default at a rate of 1 % of the value of the goods for each full week, at most, however, 10% of the full contract value of the given consignment. The Company reserves the right to assert damages in excess of the above. The Contractor may prove to the Company that the delay has entailed a substantially lower loss or no loss at all.

5.8 Where all or part of the contractual performances are rejected on or after hand-over or formal acceptance, the Contractor shall be obligated to promptly collect the given consignment/partial consignment at its expense. The Company may, upon expiry of a reasonable collection period, return the consignment/partial consignment to the Contractor at the latter's expense.

6. Place of performance and passing of the risk

6.1 The place of performance in respect of all of the Contractor's deliveries and services shall be the consignee named by the Company. The risk shall not pass until hand-over and/or formal acceptance of the performance. Where deliveries include installation or assembly works, the risk shall pass on the day of successful formal acceptance or, to the extent agreed, following a trouble-free trial run.

6.2 Where a consignment or service is rejected on or after hand-over or formal acceptance as being at variance with the contract, the risk shall not pass to the Company until a consignment or service is handed over or formally accepted that is in conformity with the contract.

7. Contractor's reservation of title

Only an ordinary reservation of title by the Contractor shall be recognised, not, however, an extended reservation of title nor one in respect of the current account or any other special form of such reservation.

8. Prices, invoice and payment

8.1 The agreed prices are fixed prices. They exclude supplementary claims of any kind. Price increases no matter on what ground shall be deemed recognised only after being confirmed by the Company in writing.

8.2 On invoices wording and prices must appear in the same sequence as on the order. Invoices shall be presented to the Company following completion of the pertinent delivery/service, indicating the full order number and the transaction number. Additional or reduced performances, if any, shall be listed separately in invoices. Improperly presented invoices shall not be deemed received by the Company until after corrected.

8.3 Where the procurement of certificates or the performance of materials tests have been agreed or become necessary, they shall be deemed an integral part of the delivery and shall be submitted to the Company along with the invoice.

8.4 Unless agreed otherwise, payment shall be made by the means customary in the industry within 14 days at a discount of 2 % or after 30

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days with no discount. The term of payment begins to run from the agreed point in time, not, however, before receipt of a proper invoice. If the invoice is received prior to completion of the delivery or service, the term of payment begins upon receipt of the delivery or service as contracted for, at the earliest.

9. Warranties

9.1 The Contractor shall see to it that it is aware on time of all data and circumstances relevant to the fulfilment of its contractual obligations and of the purpose for which the Company intends to use the given consignment.

9.2 The Contractor warrants that its deliveries and services encompass all elements that are required for their proper, safe and efficient use, that they are suitable for the intended purpose and that they meet the current standard of science and technology.

9.3 The Contractor warrants that the items delivered by it are clear of such defects as would impair their value or their fitness, are of the agreed or guaranteed quality and are suitable for the use envisaged by the contract. The Contractor's warranty shall also cover the parts manufactured by subcontractors and the services rendered by them.

9.4 If a delivery item does not satisfy the above requirements, the Company may require elimination of the defect or delivery of a faultless item, may withdraw from the contract pursuant to the applicable statutory provisions, reduce the purchase price or claim damages and/or compensation for futile expenses. If the Contractor has assumed a guarantee in regard to the quality or durability of a delivery item, the Company may in addition assert its claims under such guarantee.

9.5 The Company shall, after receipt and/or formal acceptance of the goods, check them to the extent that can reasonably be expected and that it is technically equipped to do so, for quality and completeness. Notices of defects shall be deemed given on time if communicated within one week by letter, fax, e-mail or telephone. The period within which a notice of defects must be submitted shall begin to run at the point in time when the Company discovers or could have been expected to discover the defect, i.e. in case of an apparent defect on taking delivery, and in case of a hidden defect on its discovery.

9.6 Warranty and guarantee claims are governed by the statute of limitations.

10. Quality assurance/safety requirements

10.1 The Contractor shall be obligated, in rendering its performances, to observe all pertinent standards, laws and regulations, in particular those on environmental protection, hazardous substances, dangerous goods and accident prevention, and the generally recognised rules of safety engineering and industrial medicine.

10.2 Standards, laws and regulations within the meaning of the first paragraph, are in particular the requirements of:

- the appliance safety law (GSG)
- the 9th ordinance on the appliance safety law (9th GSGV - Machine Ordinance)
- the 4th ordinance on the appliance safety law (4th GSGV - (Engine Noise Information Ordinance)
- the Low Voltage Ordinance
- the EMV Ordinance
- the Minimum Requirements of the Ordinance on the Use of Means of Work (AMBV) and
- the underlying engineering rules pursuant to the declaration of conformity or
- the manufacturer's certificate in accordance with the 9th GSGV.

Technical means of work which do not qualify as machines within the meaning of the 9th GSGV must in particular satisfy the quality requirements of the valid accident prevention regulations.

10.3 If required, the Contractor shall conclude a pertinent quality assurance

agreement with the Company.

10.4 For machines a declaration of conformity must be submitted, which shall relate to the entirety of the delivered machines of the same type including additional equipment. All machines must visibly bear a CE sign.

10.5 Part of any delivery shall be operating instructions pursuant to Q CELLS' procedural rules as last amended for „Equipment manuals and documentation“ complete with safety hints for operation and maintenance, and the required specifications and planning records. The operating instructions must include a risk appraisal pursuant to § 5 ArbSchG (Safety at Work Law) which must inform the operator of the necessary protective measures.

10.6 The above obligations form part of the contract. If they are disregarded, the given contract shall be deemed improperly performed, in which case the Company may, among other things, claim damages under the product liability law.

11. Property rights

11.1 The Contractor shall be liable to the effect that the supply and use of the items delivered does not infringe patents, licences or other third-party property rights and it shall indemnify the Company from any potential third-party claims. Such indemnification by the Contractor shall cover all expenses incurred and losses sustained by the Company as a result or in the context of any recourse to it by a third party. 11.2 Potential licence fees shall be borne by the Contractor.

12. Safety instructions

12.1 The Contractor is obligated to observe Hanwha Q CELLS GmbH's general safety regulations when delivering goods to the Company's premises or performing other works there.

12.2 When interfering with existing systems involving hazardous substances, Q CELLS' procedural rules as last amended on „Works on systems involving hazardous substances“ shall be observed.

13. Data protection

The Company may, in accordance with the Federal Data Protection Law, store and evaluate all required personal and factual data. There will be no separate notification by the Company. The Contractor undertakes to deal with data relating to the Company's undertaking in accordance with the Federal Data Protection Law.

14. Venue, applicable law

14.1 All legal relations arising between the Company and the Contractor or its legal successors shall be governed by the law of the Federal Republic of Germany. Application of the rules on the international sale of goods (CISG) and of German international private law is expressly excluded.

14.2 If the Contractor is a businessman within the meaning of the Commercial Code, exclusive venue shall be Bitterfeld- Wolfen unless a different venue is mandatory pursuant to § 40 para. 2 ZPO (Code of Civil Procedure).

SERVICE CONTRACTS

15. Clauses applicable to service contracts

Paragraphs 2, 3, 4, 5.5, 5.7, 8, 12, 13, 14 and 15 applicable to purchase contracts, contracts for work and contracts for work and materials shall analogously apply to contracts for services. Otherwise, contracts for services shall be governed by the pertinent statutory provisions.

FINAL PROVISIONS

16. Continued validity in case of partial nullity

Should any provision of these terms and conditions be void no matter on what ground, the validity of the remaining provisions shall not be affected thereby.