



SUNCONNEX®

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF
SUNCONNEX B.V.**

1. Definitions

SunConnex	: SunConnex B.V., with its registered office in Amsterdam;
Purchaser	: A party that signs an agreement with, or has some other legal relationship with, SunConnex;
Delivery	: The delivery of goods in accordance with Article 4.1;
Agreement	: Any agreement between SunConnex and the Purchaser, any amendment or addition thereto, and all steps of a legal nature or otherwise to prepare for or implement this agreement;
Goods	: All materials delivered to the Purchaser pursuant to an agreement;
Invoice date	: The date specified on the invoice;
Loss	: Only direct loss suffered by the Purchaser. Indirect loss, such as loss of profits, commercial loss and other consequential loss, is expressly excluded.
General Conditions	: These General Terms and Conditions of Sale and Delivery.

2. Scope

1. These General Conditions govern all legal relationships between SunConnex and the Purchaser, including offers and agreements.
2. By accepting an offer made by SunConnex, the Purchaser also agrees to be bound by these General Conditions. Any general conditions of the Purchaser are hereby deemed not to bind SunConnex.
3. Any changes or additions to these General Conditions shall only be valid if and insofar as SunConnex has expressly accepted them in writing. Such an agreed change or addition shall relate only to the delivery for which it is agreed such shall apply.

3. Offer and acceptance

1. All tenders and offers, however they are made by or on behalf of SunConnex, are subject to contract and are conditional upon the availability of the Goods.
2. Offers and undertakings made by intermediaries engaged by SunConnex or its representatives or employees are only binding if and when they have been confirmed in writing by SunConnex.
3. Agreements become binding once either (1) SunConnex has confirmed in writing an order from the Purchaser, or (2) SunConnex commences performance of the Agreement, or (3) SunConnex sends the Purchaser an invoice relating to the relevant Agreement.

4. Delivery, transfer of risk and approval

1. Delivery is ex works, from the warehouse of SunConnex (Incoterms 2010) unless agreed otherwise in writing.
2. SunConnex is at all times entitled to make part deliveries, in which case the terms agreed between the parties concerning such sales shall apply to each separate delivery.
3. Upon receipt of the Goods, the Purchaser should check that they satisfy the terms of the Agreement. If they do not, the Purchaser can only claim against SunConnex if it has notified SunConnex of this in writing, giving details, within three working days of receipt, or at any rate within three working days of the date when it would have been reasonable to



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have discovered such defects.

4. Any changes to either technical understanding within the sector or government regulations are at the risk of the Purchaser.
5. Returned Goods will only be accepted if such return has been accepted in writing in advance by SunConnex.
6. If the agreed Delivery date is postponed at the request of the Purchaser, then the risk for the Goods shall nevertheless transfer to the Purchaser as at the originally agreed Delivery date. From that moment, SunConnex is entitled to invoice the Purchaser for the Goods in the manner prescribed in Article 6 and to pass on the cost of storage, insurance costs and financing to the Purchaser.

5. Delivery term

1. Specified or agreed delivery terms are not deadlines. If delivery is not made on time, SunConnex will only be in breach after being served with written notice of default which shall specify a reasonable further period for delivery.

6. Prices, payment and setoff

1. Goods delivered to the Purchaser shall be charged at the current prices charged by SunConnex on the date the order confirmation is signed. All prices are exclusive of any taxes and duties that are liable at the date of delivery, unless specifically stated otherwise. Insofar as not agreed otherwise in writing, transport, postage and insurance costs for the goods are payable by the Purchaser.
2. If subsequent to the date of the agreement but prior to the date of delivery there are any price increases payable by SunConnex, then SunConnex is entitled to pass on any additional charges to the Purchaser.
3. Unless agreed otherwise in writing, payments should be made to SunConnex within 10 days of the date of the invoice into the bank account specified by SunConnex. Delivery will not be made until payment has been received in full, unless the parties have agreed otherwise in writing.
4. Payment shall be made in the agreed currency and without any setoff, discount or suspension. SunConnex is entitled to set off any payments claimable from the Purchaser against amounts that SunConnex or any of its affiliated companies shall owe at any time to the Purchaser.
5. If payment is not made within the period specified in section 3 of this article, then the Purchaser shall automatically be in breach without the need to be served with notice of default. In the event of such breach, all the Purchaser's payment obligations shall immediately become due and payable and the Purchaser is obliged to pay SunConnex interest on the delayed payments equal to the statutory interest plus two percentage points.
6. If there are good grounds for believing that the Purchaser shall not strictly comply with its obligations, the Purchaser must provide SunConnex on demand with adequate security in the manner required by SunConnex and if necessary supplement this in order to comply with all its obligations. Until the Purchaser has done this, SunConnex is entitled to suspend the performance of its own obligations. If the Purchaser has failed to provide adequate security within 5 days of being formally requested to do so by SunConnex then all the Purchaser's obligations shall be immediately enforceable.
7. If the Purchaser fails to meet its payment obligations on time or at all, then all judicial and extrajudicial collection costs are payable by the Purchaser. Extrajudicial collection costs shall be calculated in accordance with the collection rates set by the Netherlands Bar Association and shall not be less than EUR 500 plus, where relevant, VAT.
8. The Purchaser may only object in writing to the invoice within 8 days of the invoice date, after which date it is deemed to have agreed to the relevant invoice.



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9. Payments made by or on behalf of the Purchaser shall first be applied to cover any extra-judicial collection costs incurred by the Purchaser followed by judicial costs, liability to interest and then outstanding principal debts in order of age, irrespective of any request by the Purchaser to apply it in any other order.

7. Retention of title

1. SunConnex retains title to the goods until the following liabilities have been satisfied in full:
 - a. The full liability of the Purchaser for all goods delivered or to be delivered by SunConnex, and
 - b. All claims by SunConnex upon the Purchaser for any breaches by the Purchaser of its contractual obligations.
2. If retention of title is relied upon, the Purchaser has no right to compensation for storage costs nor can it claim any right of retention.
3. If the Purchaser is in breach of any obligations referred to in Articles 6 or 7 of if SunConnex judges that it has good grounds for believing that Purchaser shall not comply with its obligations, then SunConnex is entitled to recover possession of the goods it still owns from the place they are stored. The Purchaser grants SunConnex an irrevocable authority to enter property used by or on behalf of the Purchaser for this purpose.
4. If and insofar as necessary, the Purchaser is entitled to sell on or use the goods delivered subject to the retention of title provided this is in the normal performance of its business. In the event of their sale, the Purchaser must deliver these goods similarly subject to the retention of title clause and in accordance with the provisions of this article. The Purchaser is not entitled to pledge goods subject to retention of title to any third party or to use them as a guarantee to any third party, in the broadest interpretation of these words.
5. The Purchaser must store the goods subject to retention of title carefully and designate them as the property of SunConnex.

8. Guarantee

1. The guarantee supplied by SunConnex on all the Goods it delivers is expressly restricted the guarantee that it receives itself from its suppliers in respect of such Goods. The text of these guarantees is set out on the SunConnex website (www.sunconnex.com). By entering into an Agreement, the Purchaser is deemed to have read and to agree to the terms of these guarantees. Any defect covered by these guarantees must be notified by the Purchaser to SunConnex in writing within one week of discovery of such defect.
2. In the event of any defect to the Goods covered by the guarantee referred to in section 1 of this article, SunConnex may choose either to repair or replace the Goods within a reasonable period.
3. The Purchaser may only claim for the replacement of Goods or termination of the Agreement if it is established that SunConnex is unable to repair the defect within a reasonable period of time and such defect is of a seriousness that justifies replacement or termination, or the Goods are so defective that they do not match the contractual description, unless any departure from the agreed description is of a minor nature and termination is therefore not justified.
4. The repair and/or replacement of any Goods, or any part thereof, shall not result in any extension of the original guarantee period.
5. Any alteration made to any Goods without the prior written authorisation of SunConnex shall result in the lapse of the guarantee.
6. The guarantees shall lapse if the maintenance or installation of the Goods is carried out by any installer not approved by SunConnex.



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9. Liability, force majeure and release from liability

1. Any defects to the Goods are governed by the terms of the guarantee as described in Article 8, above.
2. SunConnex is only liable for loss other than that covered by section 1, above, if such loss is the result of a deliberate act or gross negligence by itself or its employees. SunConnex is not liable for any other loss of whatever kind. The Purchase indemnifies SunConnex against any claims made by any third party pertaining to the use of the Goods.
3. SunConnex is not liable for loss resulting from notices, explanations or advice in the widest interpretation of the words, given by SunConnex or any intermediary, representative or employee of SunConnex, including, but not limited to, that pertaining to the loading, unloading, transportation, storage, protecting, use, composition or suitability of the goods supplied to the Purchaser by SunConnex or any third party. SunConnex does not guarantee results.
4. Under no circumstances is SunConnex obliged to pay any higher sum of compensation for loss for which it is held liable than the sum it can recover under its insurance policy, plus its policy excess. A copy of the insurance policy shall be provided to the Purchaser on request. If the insurers do not pay out or if the loss is not covered by the insurance policy, then liability shall be limited to the net value of the invoice for the relevant delivery, which shall not exceed a maximum sum of EUR 10,000.
5. SunConnex stipulates all statutory and contractual defences that it can raise to defeat any liability it may have to the Purchaser, including on behalf of its subordinates, non-subordinates for whose conduct it is liable under the law and its suppliers.
6. SunConnex is not liable for any delay, non-delivery or incorrect delivery resulting directly or indirectly from a situation of force majeure. "Force majeure" means any circumstance beyond the act or influence of SunConnex that prevents the normal performance of the agreement or hinders it in such a way that it would be unreasonable to expect SunConnex to honour such performance, including war, riot, strike or lock-out, fire, flood, sickness, government measure including implementation regulations, ice or other weather conditions, accidents relating to nuclear power, defects in the supply or transport of raw materials or other materials, energy or other business necessities including attributable or non-attributable breaches on the part of third parties engaged by SunConnex, including suppliers, defects or damage to manufacturing machinery, transportation problems, infectious disease or business interruptions.
7. Notwithstanding the parties' other rights, a situation of force majeure which has lasted for more than two months entitles either party to terminate the agreement in respect of those parts not yet performed, without any liability to pay the other party compensation.

10. Liability in respect of "Turnkey" projects

1. "Turnkey" projects means those projects in which SunConnex supplies goods and installs them at its own expense and risk. The Purchaser acknowledges that SunConnex sub-contracts the part of the project related to the installation work.
2. In the case of Turnkey projects, the delivery of goods is governed by the same restrictions on liability as set out in Article 8 of these General Conditions.
3. In the case of Turnkey projects, the agreed date for delivery is not a deadline. SunConnex will not be in breach until it has been served with written notice of default which sets out a period of at least one calendar month in which it should remedy its breach.
4. SunConnex is not liable for any defects in the installation of the goods except in the case of a deliberate act or gross negligence on the part of its employees or the installer.
5. The liability of SunConnex for installation work is limited to the sum that the relevant installer receives from its insurance company under its business liability insurance for the



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relevant loss. If the insurance company does not pay out or if the relevant loss is not insured, then the liability of SunConnex is limited to the amount of the invoice relating to the defective installation up to a maximum of EUR 10,000.

11. Intellectual property

1. All documents, sales leaflets, images, plans, etc. provided by SunConnex to the Purchaser remain the property of SunConnex. The Purchaser is not entitled to use these other than for the purpose of benefiting the use of the goods to which they relate.
2. The Purchaser is not entitled to disclose to any third party the documents referred to in the previous section or any information contained therein or communicated to the Purchaser in any other way.

12. Termination

1. If the Purchaser has failed to comply properly, on time or at all with any of its obligations under this Agreement, or if it becomes insolvent, is granted a moratorium, is made subject to receivership, ceases operations or goes into liquidation, then SunConnex may choose either to terminate the Agreement in full or in part with immediate effect, or to suspend further performance of the Agreement, without any liability for compensation and without prejudice to its other rights. Furthermore, in such a case, all claims by SunConnex upon the Purchaser shall be immediately enforceable.

13. Conversion and interpretation

1. If and insofar on the basis of reasonableness and fairness, or on their unreasonably burdensome nature no claim can be made on the basis of any provision of these General Conditions, then a meaning and scope will be given to such a provision that is as close as possible to the original such that a claim can be based thereon.
2. The voidability or unenforceability for any other reason of any provision of these General Conditions does not affect the validity of the other provisions of these General Conditions.
3. The fact that SunConnex may at any time not enforce strict compliance with any provision of these General Conditions does not mean that it waives the right to require strict compliance with the same on any other occasion.

14. Applicable law and competent court

1. All legal relationships between SunConnex and the Purchaser are governed by Dutch law. The provisions of the Vienna Sales Convention are hereby expressly excluded.
2. Any dispute between SunConnex and the Purchaser shall be brought in first instance before the competent court for the district of Amsterdam.

15. Filing

1. These General Conditions were filed on 18 May 2011 with the Netherlands Chamber of Commerce for Amsterdam under reference number 30194829. A copy shall be sent to the Purchaser free of charge on demand.