

General Terms and Conditions of Business

I. General provisions

1. Sale and deliveries of photovoltaic modules (hereinafter "Products") and all other thereto related services by Hanwha SolarOne GmbH (hereinafter the "Supplier") are made exclusively on the basis of the following general terms and conditions of sale and delivery (hereinafter the "T&C"). Any purchase conditions to the contrary or any supplementary purchase conditions of the customer are herewith expressly rejected, unless expressly accepted by the Supplier in written form. Silence on the Supplier's part in relation to different conditions by the customer shall not be deemed to constitute a consent to any such conditions.
2. Upon the placing of an order, or upon accepting a service – including a conditional acceptance, at the latest, the customer will acknowledge the applicability of these T&C to the entire business relationship with the Supplier. Unless agreed otherwise, once agreed, these T&C will also be deemed to be agreed for any future conclusions of contracts.
3. In case and to the extent the order is subject to a sales agreement between the parties, the provisions of the sales agreement shall prevail over the Supplier's T&C. To the extent the sales agreement does not contain any provision, the T&C shall remain valid.

II. Placing of orders and conclusion of contract

1. All offers by the Supplier are subject to change. Orders will not become binding until their acceptance by the Supplier by sending a written order confirmation, or by a delivery, or announcement of the delivery, of the Products, or other performance of the order, by the Supplier, whichever occurs earlier. An order confirmation by e-mail or fax shall equally be deemed a written confirmation. A tacit acceptance is excluded.
2. Signature of the customer on the quotation shall be deemed binding. The contract will only be established and come into force upon Supplier's acceptance, whereby Supplier shall express its acceptance by way of i)

sending an Order Confirmation in writing, by mail, telefax or comparable means of communication, or ii) delivery of the Products, notification of delivery or otherwise commencement of performance by Supplier, whichever occurs first.

3. Any side agreements, reservations, modifications of, or amendments to, a contract must be confirmed in writing by the Supplier to be effective.
4. Oral statements of employees or other representatives of the Supplier with regard to characteristics or performance of the Products are for orientation only and are not binding, unless confirmed by the Supplier in writing.
5. Any samples, indication in a prospectus, figures, drafts or other descriptions do not constitute a warranty or representation of the appearance and workmanship, durability or performance of the Products. The Supplier reserves his right to change form, color, dimensions, weight or construction of the Products, which will not limit or restrict the contractual use of the Products.
6. The Supplier reserves any property and intellectual property rights pertaining to its figures, drawings, calculations and other documents, also in electronic form. This provision shall apply in particular for those documents classified as "confidential". Prior to forwarding them to third parties, the customer must obtain the express written confirmation of the Supplier.

III. Prices and payment terms

1. The prices stated in the order confirmation shall apply. Invoices will be transmitted by e-mail or fax.
2. The Supplier's claim for payment falls due in accordance with the contractually agreed payments terms from time to time. If the agreed

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period for payment is not complied with, the Supplier may suspend the contractual services owed by it for the duration of the default in payment and may, in particular, postpone the agreed delivery date for the delivery affected by the default in payment accordingly, as well as demand payment in advance for all open deliveries. Any statutory claims, in particular the right to claim delay interest, remain unaffected thereby.

3. If the fundamental basis on which the prices are calculated, in particular duties, prices for raw materials, energy, freight increase in general, the Supplier is entitled, in case of contracts with agreed delivery periods of more than three months, to increase the prices agreed with the customer accordingly. This also applies in case of increased costs caused by changes to the EUR/USD exchange rate. However, such an increase in price is only permissible if the agreed price is not increased by more than 5 %. Customer is not entitled to rescind the contract due to such price increase.
4. If payment by installments is agreed, the entire residual debt – regardless of the maturity of any bills of exchange – shall become due for payment immediately, if the customer falls into arrears, partly or completely, with the payment of at least two consecutive installments and if the amount with which the customer is in default is at least a tenth of the agreed purchase price.
5. The customer may only set off a payment claim of the Supplier against claims which are undisputed or have become final and conclusive.
6. The customer has neither the right to refuse performance pursuant to section 320 German Civil Code nor any rights of retention. This also applies to any rights of retention based on alleged defects of the delivery or service before the completion of the warranty period and to the commercial right of retention pursuant to section 369 German Commercial Code.

IV. Reservation of the right of rescission

1. The Supplier shall be entitled to withdraw from the contract partially or completely if unfavorable circumstances in relation to the customer's financial situation become known subsequently, which, may jeopardize customer's contract performance, including but not limited to:
 - (i) an application has been made to open insolvency proceedings against the customer's assets,
 - (ii) it becomes known that the customer has been considered as unworthy of credit at the time of conclusion of the contract or
 - (iii) the customer ceases to exist.
2. In case of permanent supply contracts, the right of withdrawal shall be replaced by the right of extraordinary termination without notice.
3. Both the Customer and Supplier understand that, unless otherwise expressly stated in the quotation, the contract is covered by the Undertaking ("the Undertaking") between the European Commission, CCCME, Hanwha SolarOne(Qidong) Co. Ltd. and Supplier ("Commission Decision" dated August 2nd 2013, 2013/423/EU). If Supplier's or Customer's performance under the terms of the contract results in a breach of the Undertaking, or if the Products under the contract, for whatever reason, may become subject to any countervailing duty, any provisional or definitive anti-dumping duty, or any retroactive measure, both Parties agree to renegotiate the contract in a manner acceptable to both Parties. In the event the Parties fail to reach such agreement, Supplier and customer have both the right to cancel the delivery of the Products or terminate the contract, entirely or partially, without any liabilities or costs.
4. The Supplier shall be entitled to unilaterally terminate the contract in the event customer fails accept, respectively pick up the products within 4 (four) calendar weeks from confirmed delivery date.

V. Shipment, Passing of risk, Default in Acceptance

1. Packaging for shipment will be in accordance with industry standards.
2. The passing of the risk and the shipment terms are governed by the Incoterms agreed in the individual order from time to time. Unless otherwise explicitly stated, Incoterms 2010 apply.
3. If the customer requests that products not be delivered, if products are not delivered due to the customer's fault or if the customer is in default of acceptance, the risk will pass to the customer upon the storage arranged for by the Supplier. The customer shall bear any resultant costs. Statutory rights of the Supplier in the event of default in acceptance of the customer, in particular the right to rescind the contract and to claim damages, remain unaffected.
4. Starting from the agreed delivery or pick up date, Supplier grants a storage without cost compensation for 2 (two) calendar weeks. After that period, customer will be charged by Supplier € 100,00 net per calendar week and per container. The cost compensation is charged on a weekly basis. Partial weeks will be considered as full weeks.

VI. Delivery

1. The time limits for deliveries or services of the Supplier are governed by the contractually agreed provisions.
2. An agreed time limit will be deemed complied with upon the provision of the product or service to the customer. If a shipment is agreed, a time limit will be deemed complied with if the consignment is ready for use and prepared for dispatch. Compliance with an agreed time limit requires the receipt in good time of all documents to be submitted by the customer and the compliance with the agreed payment terms and other duties of the customer. If these requirements are not met in good time, the time limit will be extended reasonably. Deliveries within five (5) business days

from the agreed delivery date will be deemed to be made in good time. In the event of a delay in a delivery, the Supplier shall inform the customer without undue delay after becoming aware of the circumstances which result in the delay.

3. If the delay in delivery is attributable to a mobilization, war, riot, strike, lockout, or the occurrence of obstacles which were unforeseeable or, at least, for which the Supplier is not responsible, the time limit will be reasonably extended.
4. Any claims of the customer for damages on account of non-performance as a result of a delayed performance by the Supplier and any other claims based on default are limited to 5% of the value of the portion of the delivery or service which cannot be used, or cannot be used in good time, as intended as a result of the default. Any claims for compensation in excess of the aforementioned limit are excluded in all cases of default, including after the expiry of a grace period of at least 15 days set to the Supplier. This will not apply to the extent that a liability is mandatory by operation of law in the event of intent or gross negligence.
5. The customer must take delivery of the delivered Products. Immaterial defects do not entitle the customer to refuse acceptance.
6. Partial deliveries are admissible.

VII. Claims based on defects; Liability

1. The warranty ("LIMITED WARRANTY FOR PV MODULES") of the manufacturer, HanwhaSolarOne (Qidong) Co., Ltd. applies.
2. In addition, the Supplier will be liable for defects in accordance with the following provisions:
 - a) Only those properties that are listed in the technical product description or data sheets shall be considered to be agreed as nature

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of the goods. Public statements, recommendations or advertisements do not include a binding description of the agreed nature of the goods.

- b) In this section, neither a “guarantee of quality” within the meaning of § 443 of the BGB nor an “assumption of a guarantee” within the meaning of § 276 of the BGB shall be given with regard to photovoltaic.
 - c) Where the customer is a registered trader in terms of the German Commercial Code, the customer shall inspect each delivery without undue delay. Any detected defects must be notified to the Supplier in writing within a preclusive period of one week, while stating the specific complaint. The time limit commences upon the delivery in the case of patent defects, and upon the discovery of the defect in the case of hidden defects. Warranty claims are excluded after the expiry of the relevant time limit without a notification of a defect.
 - d) In the event of a justified notification of a defect, the Supplier will rectify the defect. A substitute delivery is excluded. If the defect is not rectified within a reasonable period, if a rectification is refused, or fails for any other reason, the customer may rescind the contract or demand a reduction of the remuneration.
 - e) If the customer is an entrepreneur or a legal person, his right to assert claims based on defects becomes time-barred one year from the surrender or provision of the delivery or service. The above provisions regarding time limits for a warranty do not apply if longer time limits apply under mandatory provisions of the law.
3. In the event of a slightly negligent breach of a primary obligation to perform, or of a secondary obligation, the breach of which jeopardizes the attainment of the object of the contract, or the performance of which renders the proper performance of the contract possible in the first place, and on the compliance with which the customer could reasonably rely

(“material secondary obligation”), the Supplier’s liability is limited to the typical damage foreseeable at the conclusion of the contract. The Supplier will not be liable for a slightly negligent breach of secondary contractual obligations which do not form part of the material secondary obligations. Claims for damages under this section 4 become time-barred after two (2) years.

4. Any other claims for damages of the customer, in particular, a breach of duties during the contract negotiations, or tort, are excluded. Any claims of the customer to a compensation for subsequent damage or other indirect damage (consequential damage) are excluded, in particular, any claim for the compensation for damage not incurred to the object of delivery as such, as well as compensation for lost profit.
5. The Supplier’s total liability under the contract is limited, regardless of the basis of the claim, to the amount of forty (40) % of the purchase price agreed with the customer for the delivery or service, in relation to which the Supplier is held liable.
6. A liability in the event of fraudulent concealment, intent, gross negligence, a guarantee of quality, as well as a liability based on a violation of life, body or health and a liability under the German Product Liability Act, remain unaffected.
7. Should the customer sell, modify or combine the goods delivered with other goods, the customer shall, internally, exempt the Supplier from any product liability claims of third parties, provided that the customer is responsible for the defect causing the liability.

VIII. Installation of the Products

The installation of the Products may only be carried out by a technician who is qualified to install photovoltaic modules, taking into consideration the instructions of the manufacturer. The Supplier will not be liable for any damage caused, directly or indirectly, by an improper installation.

IX. Supplier's security interests

1. The delivered products will remain the Supplier's property (Goods Supplied Under Reservation Of Title) until the discharge of all current and future claims of the Supplier against the customer on any legal grounds whatsoever.
2. The customer is obliged to handle the Products with care.
3. In the event of the attachment, confiscation or any other access of a third party to the Products, the customer shall notify the Supplier immediately in writing.
4. The customer may dispose of the Goods Supplied Under Retention Of Title in the ordinary course of business. The power to dispose ends automatically upon a futile attempt to levy execution against the customer, in the event of protests in relation to checks or bills of exchange to be honored by the customer, or petitions for the institution of insolvency proceedings in relation to the customer's assets. Any other disposals of the Goods Supplied Under Retention Of Title, including but not limited to, a pledging or transfer of title by way of security, are inadmissible.
5. The customer hereby assigns to the Supplier all claims, including all accessory rights, which may arise from the resale of products subject to a retention of title. The assignment shall have equal value to the invoice value of the Goods Supplied Under Retention Of Title. Subject to a revocation, which is possible at any time, the customer may collect in the

ordinary course of business the receivables assigned to the Supplier. The Supplier shall not exercise its own collection authority so long as the customer complies with its payment obligations, as agreed.

6. The customer may process the delivered products in the customer's ordinary course of business. In the event of a processing with other products not owned by the Supplier, the Supplier will acquire co-ownership of the newly produced object in the proportion of the invoice value of the product subject to a retention of title to the other processed objects. In the event of a combination or confusion, the Supplier will become a co-owner in accordance with the applicable statutory provisions. Should the Supplier's ownership be lost nevertheless, and should the customer become an owner or co-owner, the customer hereby transfers to the Supplier as security its ownership in the proportion of the invoice value of the product subject to a retention of title to the other processed objects. In all cases referred to above, the customer shall keep the object owned, or co-owned, by the Supplier for the latter free of charge.
7. Any other disposal or action with regard to such consequential claims are inadmissible.
8. In the event of behavior contrary to the contract on the part of the customer, in particular in the event of delayed payment, the Supplier is entitled to withdraw from the contract and to demand the return of the goods. After taking back the goods, the Supplier shall be entitled to sell them and the proceeds of such sale shall be set off against the customer's liabilities with deduction of reasonable sales costs.
9. The Supplier's security interests will not expire until a performance in full. The Supplier shall release security at its option once the value of the existing security exceeds the Supplier's claims by more than 20%.

X. Compliance with local statutory regulations

The Products will be delivered together with the certificates stated in the product specification. The customer alone is responsible for complying with the local statutory provisions of the country in which the Products are sold or used. This includes, in particular, the obtaining of all official approvals, licenses and other permits required by law. If the Supplier is held liable on account of a breach of local statutory provisions, the customer shall compensate the Supplier for all damage and costs incurred out of, or in connection with, any such claims.

XI. Export

The re-export of the delivered products from the territory of the European Union is subject to the European and/or Chinese export regulations and might not be admissible without an official approval. The export of the delivered products from the territory of the European Union requires the prior written consent by the Supplier; regardless thereof, the customer shall obtain any official import and export permits. The customer is responsible for complying with the applicable provisions until the end consumer.

XII. Final provisions

1. The contractual relationship is governed by German law, to the exclusion of conflict of law principles and to the exclusion of the UN Sales Convention.
2. The exclusive place of jurisdiction for all disputes arising, directly or indirectly, under the contractual relationship is Munich/Germany.