

General Terms and Conditions of Business of SHARP Central & Eastern Europe (SCEE) for Resellers

1. Bases and Scope of Application

These General Terms and Conditions of Business apply exclusively to exports and govern the relationship between SCEE and resellers concerning the delivery of finished products bearing the trademark "SHARP", including solar modules and related replacement parts and consumables. They shall, as amended, form part of every sales contract between SCEE and resellers, even if not explicitly referred to. The current version of these Terms and Conditions of Business can be viewed on the Internet at any time at: http://www.sharp.at/pdf/agb/AGB_Oesterreich_engl_01_07_2008.pdf

2. Prices

Except where otherwise agreed upon, SCEE's prices valid on the day of delivery, in EURO, shall apply.

3. Payment Terms

Invoices shall be payable net, without any deduction, within the agreed period for payment. The reseller shall enter into default, without prior warning, if and when the period for payment is exceeded. The reseller shall not be entitled to withhold part of the amount payable or adjust the invoice. If and when the period for payment is exceeded, SCEE shall have the right to charge default interest at the rate customary in this sector of business. Deliveries shall be suspended until all amounts owed, including interest, have been paid.

4. Period for Delivery

Even in the event of unforeseeable difficulties, we shall attempt to meet our stated periods for delivery, which we calculate with care. Announced delivery dates are not binding. Partial deliveries shall be permissible. The period for delivery shall begin once the contract has been concluded, all official formalities such as obtaining import, export, transit and/or payment permits have been completed, the payments to be made at the time of the purchase order have been made, any and all security required has been provided and all key technical points have been settled.

5. Transportation / Shipment

Unless otherwise agreed upon in writing, shipment shall occur at the reseller's risk and for the reseller's benefit. In the event of delay, damage or total or partial loss, it shall be a matter for the reseller to decide whether to take necessary legal steps against the carrier. SCEE accepts no liability in this connection. Complaints about apparent damage or missing products shall be lodged with the supplier immediately upon receipt of the products and shall be noted on the freight documents. Latent defects shall be reported in writing no later than within 5 working days of delivery. No later than at the time of the purchase order, the reseller shall draw SCEE's attention to the regulations and standards applicable to the execution of deliveries at the reseller's principal place of business.

6. Reservation of Title

SCEE retains title to the products until all payments in full have been made. During the period of reservation of title, the reseller shall, at its expense, keep the delivered products in good condition and insure them for the benefit of SCEE against theft, breakage, fire, water and other risks. Furthermore, the reseller shall take all measures to ensure that SCEE's title to the delivered products is in no way prejudiced.

7. Warranty, Liability for Defects

The purchase price for the products has been calculated to include a standard discount for the exclusion of warranty rights of the reseller. The prices given in the price lists already contain the discount. Therefore, all contractual claims of the reseller in respect of defective products are excluded.

8. Liability

All claims for compensatory damages, reduction of price, annulment of contract or cancellation of contract which are not explicitly stated in these Terms and Conditions are excluded. In no event shall the reseller be entitled to compensation for damages which have not arisen on the delivered product itself, such as in particular loss of production, loss of use, loss of orders, lost profits and other indirect or direct damages. This exclusion of liability shall not apply in cases of unlawful intent or gross negligence on the part of SCEE, but shall cover cases of unlawful intent or gross negligence on the part of assistants. Additionally, this exclusion of liability shall not apply in so far as it conflicts with mandatory law.

9. Cancellations

It shall only be possible to cancel purchase orders with the written consent of SCEE. Costs already incurred, or price increases due to reduced purchase orders, shall be borne by the reseller. In the case of partial deliveries under a call order, a partial delivery must be requested within the agreed period. Otherwise, SCEE shall be entitled to execute and invoice the corresponding delivery.

10. Choice of Law

All legal relations between resellers and SCEE shall be governed by substantive Swiss law, excluding the United Nation Convention on the Internationals Sales of Goods.

11. Place of Jurisdiction

The place of jurisdiction for resellers and SCEE shall be SCEE's principal place of business.