

General Terms and Conditions (GTCs) HEI Eco Technology GmbH

1. General

- 1.1. All legal transactions with HEI Eco Technology GmbH (hereinafter referred to as contractor) in the field of solar outdoor lights and power charger products shall take place exclusively according to the following conditions.
- 1.2. We hereby expressly rule out a counter-confirmation on the part of the client with reference to its terms and conditions and/or purchasing conditions.
- 1.3. Assurances, oral collateral agreements and amendments to the contract shall require our written confirmation in order to be effective.

2. Offer, order confirmation and conclusion of the contract

- 2.1. We can accept an order from the client within two weeks by sending an order confirmation or by sending the products ordered within the same period of time. The contents of the order confirmation shall be considered the determining factor for the contract.
- 2.2. We reserve the right to make technical changes provided that no unreasonable disadvantages for the client arise as a result.
- 2.3. Our offers are made subject to prior sale and are therefore subject to confirmation and not binding until the conclusion of the contract, unless we explicitly describe them as binding.
- 2.4. In the case of projects, project certificates and official and other permits shall be obtained by the client and made available to us in good time.
- 2.5. The offer shall be considered accepted and the contract as concluded when the order confirmation is sent or goods ordered are dispatched.
- 2.6. If no business deal is concluded, the originals of any documents we have made available (framework supply contracts, evidence of ability to supply, technical drawings, calculations, etc.) shall be returned to us immediately. They may not be copied or presented to third parties without our written agreement.
- 2.7. In the case of feigning the conclusion of a contract, we reserve the right to demand damages.

3. Performance deadlines and dates, acceptance

- 3.1. The delivery dates indicated by us are approximate and depend on the timely delivery of our 3rd party suppliers, unless we have explicitly agreed in writing that delivery dates are binding.
- 3.2. The delivery deadline shall be extended appropriately in the case of unforeseen events which are beyond our control (e.g. force majeure), as far as these have an influence on the completion of the object to be supplied.
- 3.3. Partial and pre-deliveries shall be permissible.
- 3.4. The client may only withdraw from the contract in the case of a delay in delivery which is our responsibility, and provided that the promised service or delivery has not been effected within a reasonable period of grace.
- 3.5. It is not possible to withdraw from the contract for independent services which have already been rendered. In addition, claims on the part of the client due to non-fulfilment, late fulfilment and any possible consequential damage shall be excluded.
- 3.6. After delivery, the client shall be obliged to carry out an acceptance test without delay. If the client does not fulfil its obligation with regard to acceptance, we will set a reasonable period of grace.
- 3.7. If the client delays the acceptance test, we shall be entitled to charge for the damage caused, particularly storage costs and any additional costs.

4. Prices and terms of payment

- 4.1. Our prices are ex-works, excluding packaging, carriage, customs duties and insurance, unless otherwise indicated in the order confirmation. The prices do not include the respective rate of statutory VAT.
- 4.2. If more than three months pass between the conclusion of the contract and the delivery of the goods, we reserve the right to increase the price by a reasonable amount, particularly in the case of changes in the cost of materials, energy and wages.
- 4.3. The EURO shall be the standard currency for payments. Payment in other currencies shall require our express written agreement. In this case, no disadvantages shall be caused to us due to exchange rates.
- 4.4. Payments shall be made in accordance with the order confirmation. We reserve the right to deliver for cash in advance only. Discounts will not be granted. If other methods of payment are permitted by us, particularly letters of credit or bank guarantees, the additional costs which arise shall be borne by the client.
- 4.5. In the case of default, we shall be entitled to charge 10% interest on arrears without setting a further deadline. Moreover, the client shall be obliged to reimburse us for all costs, expenses and cash payments caused as well as for costs which we have incurred as a result of the pursuit of our claims.
- 4.6. The client shall not be able to reduce or fulfil its payment obligations by offsetting these against claims on the contractor.

5. Costs for project development

- 5.1. We will invariably charge for services which we render on behalf of the customer within the framework of project development and/or project preparation.
- 5.2. If no order is placed, the services rendered until the respective moment in time will be invoiced. An hourly rate of €80 shall be considered agreed.

6. Reservation of title

- 6.1. All supplied and/or installed goods shall remain our property until full payment has been made.
- 6.2. If the client should get into arrears, we shall be entitled to take back the goods which are subject to our reservation of title. Taking back goods subject to reservation of title shall represent a withdrawal from the contract.
- 6.3. We shall be entitled to realise goods subject to reservation of title after taking them back. After deduction of a suitable amount for realisation costs, the realisation proceeds shall be offset against the amounts owed by the client.
- 6.4. The client shall immediately and explicitly inform third parties who assert claims to goods subject to reservation of title about our reservation of title.

7. Guarantee and liability

- 7.1. We guarantee for the period of 24 months from the date of delivery that the goods were – in accordance with the respective state of the art at the time of the order – faultless in design, materials and craftsmanship. We assume no liability or additional guarantees for batteries (accumulators) unless required by mandatory law.
- 7.2. Minor colour variations, colour variations which are a result of the use or the composition of different materials, as well as production-related breakage and tears of the solar cells are no deficiency.
- 7.3. The functionality of the goods (particularly illumination strength, availability, etc.) depends to a great extent on the conditions at the location. It shall not be considered a defect if, due to the local conditions (light/shade, climate), a light provides a lower performance than that indicated by us for typical locations.
- 7.4. Guarantee claims shall be asserted in writing by means of a registered letter detailing the defects. The object of the complaint shall be kept available for inspection by us and/or sent back to us if requested.
- 7.5. We shall not be liable for damage which results from the following:
 - a. Defective installation by the client or third parties.
 - b. Improper interventions which have not been explicitly instructed or permitted by us as well as unauthorised attempts at repair.
 - c. Normal wear and tear as well as force majeure.
- 7.6. Replacement deliveries will be provided ex works Vienna (EXW Vienna). Other expenses shall be borne by the client.
- 7.7. Replaced parts may diverge from the original parts which have to be replaced in their version and their design due to technical progress and design changes, provided that the functioning of the system as a whole is not impaired.
- 7.8. Continuing liability shall be excluded, regardless of the legal nature of the claim which is being asserted. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our staff, vicarious agents, managers and bodies.

8. Product liability

- 8.1. Good supplied by us only offer the level of safety which can be expected based on licensing regulations, operating instructions, our regulations on the treatment of the goods and other instructions given.
- 8.2. Any liability on our part shall be excluded if the storage or use of the goods is not carried out according to the relevant regulations, recognised technological standards and the delivery description provided, as well as in the case of changes to the goods which were not carried out by us.

9. Other

- 9.1. The order, its execution and the resulting entitlements shall be governed solely by Austrian law unless otherwise agreed.
- 9.2. Place of jurisdiction shall be Vienna.
- 9.3. If individual terms of these general terms and conditions should be wholly or partly ineffective, this shall not affect the validity of the remaining contract.
- 9.4. These General Terms and Conditions are available on our website both in German and in English. The German version shall prevail.
- 9.5. Vienna, February 2, 2010.