

General Terms and Conditions

ZIMM Solar GmbH, Millennium Park 5, 6890 Lustenau/Austria

Phone: 0043 (0) 55 77/806-0, Fax: 0043 (0) 55 77/806-8, E-mail: info@zimm-solar.at, www.zimm-solar.at

1. General:

All our contracts are submitted to the following terms and conditions unless otherwise agreed upon in writing: These terms and conditions are deemed acknowledged and agreed upon through signing of the contract. Any terms and conditions – of any nature – contrary to the present general terms and conditions, shall be completely inapplicable and invalid, irrespective of the form in which they were brought to our knowledge.

Modifications of or amendments to these general terms and conditions shall only be effective if they have been agreed on and confirmed by us in writing. Any agreement to abandon this formal requirement must equally be in writing and signed by both parties. Silence about any terms and conditions deviating from those given below shall not be regarded as acceptance or as confirmation of the same.

2. Offers / Prices / Contents of contract

- 2.1. Our offers remain valid for 60 days after submission.
- 2.2. Details given in our catalogues are not binding and are subject to modifications at any time.
- 2.3. All our prices are to be understood in Euros excl. VAT. Unless otherwise agreed upon, prices as mentioned in our price list valid at the time of contract conclusion will be invoiced. The prices are stated ex works. Costs for packaging, freight and/or shipping costs are not included. Provided that consignment and delivery have explicitly been agreed upon, prices do not include costs for unloading and transportation to the working site. Risk and use are transferred to our contractual partner at the time of shipment. Delivery is always ex works.
- 2.4. Delivery times and dates are binding provided they have been promised by us in writing. This commitment ceases if our contractual partner requests to modify the order after the contract award or in the occurrence of impediments out of our control, such as for instance through force majeure or due to late supply by our suppliers.
- 2.5. We are entitled to carry through technical modifications after contract conclusion provided such modifications do not affect the contractual guaranteed performance of the goods.

3. Warranty and liability for defects

- 3.1. The warranty period duration is one year.
- 3.2. Our contractual partners are obligated to verify goods after delivery and, if necessary, inform us in writing immediately, however, at the latest within 7 days after delivery, about any defects. If no notice of defects is communicated within this time limit, these goods are deemed approved and warranty claims and damage claims shall be excluded.
- 3.3. Our liability shall be limited to intent and severe gross negligence. Any liability for ordinary negligence, for consequential damages, financial loss, loss of profit, loss of interest or for damages resulting from claims of third parties shall be excluded.

4. Retention of title

- 4.1. All goods delivered shall remain our sole property until complete payment of the purchase price.
- 4.2. Our contractual partner shall be obligated to treat the goods carefully as long as retention of title applies to the delivered goods. If maintenance and/or inspection work is necessary, our contractual partner shall carry out such work regularly at his own expense. Our contractual partner shall inform us immediately in writing about any access by third parties to the delivered goods, especially about any judicial foreclosures as well as about eventual damages and/or destruction of the contractual goods. Any change of ownership must immediately be notified to us.
- 4.3. Retention of title remains effective even if goods supplied by us are mounted or built in.
- 4.4. Our contractual partner shall not be entitled to resell the goods which are subject matter of the present contract as long as retention of title is effective. If nevertheless the goods are resold, our contractual partner shall cede to us all claims due to him as a result of such resale to third parties, to the amount of the value of the goods as invoiced and he shall note this in his books or on his invoices. We accept this cession as of now. After the cession of the claims, we shall be entitled to collection of the claim.
- 4.5. If our contractual partner processes the good to such an extent that retention of title ceases to exist, we shall be co-owner of the good to the amount of the value of the goods as supplied by us. This clause shall also be applicable if our goods are mixed with or processed together with other objects.
- 4.6. If need be, our contractual partner shall produce and sign all necessary documents required to prove and safeguard our retention of title.

5. Place of performance / Applicable law / Competent court

The exclusive place of performance for all contractual relations is A-6890 Lustenau. Austrian law shall govern. All legal disputes arising from or relating to the business relations and contracts shall be subject to the exclusive jurisdiction of the court having competence for A-6800 Feldkirch.

6. Severability clause

Should any individual provisions in the above general terms and conditions be or become invalid, either in part or in full, this will not affect the validity of the other provisions. The invalid provision will be replaced by a ruling that is as close as possible in economic purpose to the invalid provision in a legally effective and practicable form.