General Terms and Conditions of Delivery and Payment of PEER Energy GmbH, represented by the managing director, Mr. Ralf Giebmanns

(hereinafter referred to as: “seller”)

I. Scope

1. The following terms and conditions of sale shall apply to all contracts concerning the delivery of goods concluded between buyer and seller. They also shall apply to all future business relations, even if they have not been expressly agreed once again. Deviating terms and conditions of the buyer not expressly acknowledged by the buyer shall be without obligation for the seller, even if the seller does not expressly disagree with them. The following terms and conditions of sale shall apply, even if the seller executes the order of the buyer without reservation being aware of conflicting or deviating terms and conditions of the buyer.
2. Any agreements concluded between buyer and seller concerning the execution of purchase agreements have been put down in writing in the contracts.

II. Offer and Conclusion of Contract

1. An order of the buyer which is to be qualified as an offer to conclude a purchase agreement can be accepted by the seller within two weeks by sending an order confirmation or by sending the ordered products within the same period of time.
2. Offers of the seller shall be subject to confirmation and without obligation, unless the seller expressly called them binding offers.
3. The seller shall reserve his property rights, copyrights as well as other protective rights with regard to any illustrations, calculations, drawings as well as other documents. The buyer may only pass them to third parties with the written consent of the seller regardless of whether the seller has labelled them as confidential or not.

III. Payment Terms

1. Unless otherwise stipulated in the order confirmation, the prices of the seller shall be ex works without packing. The statutory value-added tax is not included in the prices of the seller. The seller will separately show it on the invoice in the statutory amount on the day of invoicing.
2. A cash discount shall only be permissible with a particular written agreement between seller and buyer. The net purchase price (without any deduction) shall be due for payment immediately upon receipt with the buyer, unless the order confirmation indicates a different payment term. Payment shall be deemed to be made when the seller has the amount at his disposal. In case of payments by cheque, payment is considered to be effected only after the cheque has been cashed.
3. If the buyer is in default with a payment, the legal regulations shall apply.
4. Even if notices of defects or counter-claims are made, the buyer shall only be entitled to offset when the counter-claims have been established by declaratory judgement, have been recognized by the seller or are uncontested. The buyer shall only be entitled to exercise a right of retention, when his counter-claim is based on the same contractual relationship.

IV. Time of Delivery and Performance

1. Delivery times or periods that have not expressly been agreed to be binding are exclusively stated without obligation. The delivery time stated by the seller shall only start after technical questions have been clarified. The buyer as well shall have to fulfil his obligations properly and in time.

2. If the underlying purchase agreement is a transaction at a fixed date in terms of § 286 section 2 No. 4 German Civil Code (BGB) or § 376 HGB, the seller shall be liable according to the legal provisions. The same applies when as a result of a delay in delivery to be answered for by the seller, the buyer is entitled to claim the discontinuance of his interest in the further performance of the contract. In this case the liability of the seller shall be limited to the foreseeable, typical damage, unless the delay in delivery results from an intentional violation of the contract by the seller; in this connection he shall also be responsible for a fault of his representatives or vicarious agents.

   The seller shall also be liable towards the buyer in accordance with legal provisions in case of a delay in delivery, if this results from an intentional or grossly negligent violation of the contract; in this connection the seller shall also be responsible for a fault of his representatives or vicarious agents. The liability of the seller shall be limited to the foreseeable, typical damage, unless the delay in delivery results from an intentional violation of the contract by the seller.

3. In case that a delay in delivery to be answered for by the seller results from a culpable violation of a contractual obligation the fulfilment of which only makes a proper execution of the contract possible and the observance of which the buyer regularly relies on and may rely on (in this connection the seller shall also be responsible for a fault of his representatives or vicarious agents), the seller shall be liable in accordance with the legal provisions provided that in this case the liability for damages is limited to the foreseeable and typically occurring damage.

4. Apart from that, in case of a delay in delivery to be answered for by the seller, the buyer may assert a lump-sum compensation amounting to 1% of the delivery value per complete week late but not more than 7% of the delivery value. The seller shall expressly be entitled to prove a lower damage.

5. Any additional liability for a delay in delivery to be answered for by the seller shall be excluded. The further legal claims and rights the buyer is entitled to because of a delay in delivery to be answered for by the seller apart from the claim for damages shall remain unaffected.

6. The seller shall always be entitled to partial deliveries and partial performances as far as this is reasonable for the customer.

7. If the buyer is in delay of acceptance, the seller shall be entitled to claim a compensation of the resulting loss and possible additional expenses. The same applies when the buyer culpably violates obligations of cooperation. With the entry of the delay in acceptance or payment, the risk of an accidental deterioration and of an accidental loss shall pass onto the buyer.

V. Transfer of Risk – Shipment/Packing

1. Unless otherwise agreed between the parties, risk shall be transferred to the buyer with the information of the seller to the buyer that the goods are ready for shipment. In this respect, the parties agree the EXW clause of the Incoterms® 2010. As far as a deviating agreement is made, loading and shipment shall be carried out without insurance at the risk of the buyer. The seller shall then try to take the requests and interests of the buyer with regard to mode of shipment and route of shipment into account; possibly resulting additional costs – even in case of an agreed freight-free shipment – shall be borne by the buyer.
2. In accordance with the packaging ordinance the seller shall not take back transport or any other packing. The buyer shall dispose of the packing at his own costs.
3. If shipment is delayed upon request or through the fault of the buyer, the seller shall store the goods at the buyer's costs and risk. In this case as well, the notice of the readiness for shipment shall be equal to shipment.
4. Upon request and at the costs of the buyer, the seller shall take out a transport insurance for the shipment.

VI. Warranty/Liability

1. The buyer shall only be entitled to claims for defects, if the buyer has duly complied with his duties of inspection and complaint according to § 377 HGB.
2. In case of justified complaints, the seller – under exclusion of the rights of the buyer to withdraw from contract or the reduce the purchase price (reduction) – shall be obliged to supplementary performance, unless the seller – because of the legal provisions applying – is entitled to refuse such a supplementary performance. The buyer shall grant the seller an appropriate period of time for the supplementary performance. In the discretion of the buyer, supplementary performance can be effected by removing the defect (rework) or by the delivery of new goods. In case of an elimination of defects, the seller shall bear the required expenses, unless these are increased by the fact that the object of the agreement is at a different place than the place of performance. If supplementary performance failed, the buyer – at his discretion – may require a reduction of the purchase price (reduction) or withdraw from the contract. Supplementary performance shall be regarded as failed with the second futile attempt, unless further attempts of supplementary performance are appropriate and reasonable for the customer because of the object of the agreement. The buyer can only assert claims for compensation at the following conditions due to faults after supplementary performance failed.The buyer's right to assert further claims for compensation at the following conditions shall remain unaffected.
3. The warranty claims of the buyer become time-barred 15 months after the transfer of risk according to section V item 1 of this agreement, unless the seller fraudulently concealed the defect; in this case, the legal provisions shall apply. The obligations of the seller from section VI item 4 and section VI item 5 remain unaffected.

4. In accordance with the legal provisions the seller shall be obliged to retract the new goods or to reduce the purchase price (reduction) when the customer of the buyer as the consumer of the sold new chattel (sale of consumer goods) because of the fault of this commodity could require the retraction of the foods or the reduction of the purchase price (reduction) from the buyer or the buyer is confronted with a recourse claim resulting therefrom. Furthermore, the seller shall be obliged to reimburse the expenses of the buyer, in particular for transport, travel, labour and material costs, he had to bear in relation to the ultimate consumer during supplementary performance caused by defective goods existing at the time of transferring the risk from seller to buyer. The claim shall be excluded, if the buyer has duly complied with his duties of inspection and complaint according to § 377 HGB.

5. The obligation according to section VI item 4 shall be excluded as far as a defect based on advertising messages or other contractual agreements not coming from the seller is concerned or when the buyer granted a particular warranty to the ultimate consumer. The obligation shall also be excluded when the buyer himself – according to the legal provisions – was not obliged to execute a warranty claim towards the ultimate consumer or has not made a complaint against a claim asserted against him. This shall also apply in cases where the buyer has assumed warranties towards the ultimate consumer which exceed the statutory requirements.

6. Irrespective of the above and the following limitations of liability, the seller – in accordance with the legal provisions - shall be liable for damage to lives, bodies and health which is based on a negligent or deliberate breach of duty by the seller, his legal representatives or his vicarious agents. For cases of damage not covered by sentence 1 and resulting from intentional or grossly negligent breaches of contract as well as malice exercised by the seller, his legal representative or his vicarious agent, the seller shall be liable in accordance with the legal provisions.

   In this case, however, the liability for damages is to be limited to the foreseeable, typical damage, unless the seller, his legal representatives/ commercial agents or his vicarious agents have acted with intent. The seller shall be liable to the extent in which he has granted a warranty for the quality and/or durability of the goods or parts thereof in the framework of this warranty. However, the seller shall only be liable for damages that albeit based on the absence of the guaranteed quality or durability did not occur directly at the goods, if the guarantee as to quality and durability evidently covers the risk of such damage.

7. The seller shall also be liable for damage caused by the seller through a simple negligent breach of such contractual obligations the fulfilment of which make the proper execution of the contract possible in the first place and in the fulfilment of which the buyer normally trusts or may trust. However, the seller shall only be liable insofar as the damage is typically connected with the contract and is foreseeable.

8. Any further reaching liability shall be excluded irrespective of the legal nature of the claim made, this is particularly true for tort claims or claims for wasted expenditure instead of performance; the liability of the seller according to section IV item 2 to section IV item 5 of this agreement shall be unaffected.

As far as the liability of the seller has been excluded or limited, this shall also apply to the personal liability of his clerks, employees, collaborators, representatives/commercial agents and vicarious agents.

9. 15 months after the transfer of risk according to section V item 1 of these terms and conditions, the buyer's claims for damages based on a defect shall become time-barred. If the seller, his legal representatives or his vicarious agents are responsible for damage to life, body or health, or if the seller or his legal representatives have acted with intent or with gross negligence, or if his simple vicarious agents have acted with intent, the statutory periods of limitation shall apply to the buyer's claims for damages.

VII. Reservation of Title

1. Until satisfaction of all accounts receivable, including settlement of all outstanding current account balances, the seller has towards the buyer nor or in future, the delivered goods (retained goods) shall remain the property of the seller. Should the buyer act against the contractual regulations, e.g. delay of payment, the seller shall have the right to take back the retained goods after giving an appropriate period of time. If the seller takes back the retained goods, this shall constitute a withdrawal from contract. If the seller seizes the retained goods, this shall constitute a withdrawal from contract. After taking back the retained goods, the seller shall be entitled to utilize the goods. After deducting a reasonable amount for the utilization, the utilization proceeds shall be offset against amount due to the seller from the buyer.

2. The buyer shall have to treat the retained goods with care and to insure them at his cost at their original value against damages from fire, water and theft. Maintenance and inspection work becoming necessary shall be carried out by the buyer at his cost and in time.

3. As long as he is not in default of payment, the buyer shall be entitled to sell and/or to use the retained goods within the framework of a proper business transaction. Pledging or collateral assignments shall be inadmissible. Any debts arising out of the resale or any other legal ground (insurance, tort) with respect to the retained goods (including all receivables from current account) shall be assigned by the buyer to the seller to their full extent; the seller shall herewith accept the assignment. The seller shall confer revocable authority to the buyer to collect, on his behalf, the claims assigned to the seller for the seller's account. Such authorization for collection can be revoked at any time, if the buyer does not duly fulfil his payment obligations. The buyer shall not be authorized to assign this debt for the purposes of collection of debts by means of factoring, unless the obligation of the factor should be simultaneously established as effecting the consideration to the amount of the debts for as long as debts from the seller exist towards the buyer.

4. Any processing or alteration of the retained goods by the buyer shall in any case by deemed to be performed for the seller. In cases where the retained goods are processed with other items not owned by the seller, the seller shall become the co-owner of the new item in a proportion which corresponds to the value of the retained goods (final amount of invoice including value-added tax) as compared to the value of the other processed items at the time of processing. For the new item created by processing, the same shall apply as for the retained goods. In cases where the retained

goods are inseparably combined with other items not owned by the seller, the seller shall become the co-owner of the new item in a proportion which corresponds to the value of the retained goods (final amount of invoice including value-added tax) as compared to the value of the other combined items at the time of combination. If the item of the buyer as a result of combination is to be regarded as main item, the buyer and the seller agree that the buyer transfers to the seller a proportional co-ownership at this item; the seller hereby accepts the transfer. The resulting exclusive or jointly held co-ownership of the seller at this item shall be maintained by the buyer for the seller.

5. In the event of any access of third parties to the retained goods, in particular seizures, the buyer will refer to the property of the seller and inform him immediately so that he can assert his property rights. As far as the third party is unable to reimburse to the seller the judicial and extra-judicial expenses resulting in this connection, the buyer shall be liable for them.

6. The seller agrees to release the collaterals to which he is entitled insofar as the marketable value of his collaterals exceeds the value of the accounts receivable to be secured by more than 10%; the seller shall select said collaterals to be released.

VIII. Place of Performance, Place of Jurisdiction, Applicable Law

1. Place of performance and jurisdiction for any deliveries and payments (including actions concerning cheques and bills) as well as any disputes between the seller and the buyer resulting from the purchase contracts concluded between seller and buyer shall be the seat of the seller. However, the seller shall be entitled to sue the buyer at his place of residence and/or seat of company.

2. The relations between the contractual parties shall be exclusively governed by the applicable laws of the Federal Republic of Germany. The application of the Private International Law, the product liability law as well as the UN Convention on Contracts for the International Sale of Goods shall be excluded.