

Terms and conditions

§ 1 Validity

1. Our deliveries, services and products are exclusively based on these terms and conditions. These apply to all future business. At the latest upon receipt of the goods or services, these conditions have been adopted. Customer confirmations with regard to its own terms and conditions are hereby rejected.
2. Our terms of sale apply only to companies according to § 310 1BGB.
3. All agreements are between the customer and Photosolar photovoltaic equipment to agree in writing.

§ 2 Offer, Conclusion, Warranties

1. Our offers are non-binding. Acceptance and all orders must be made in writing or by telex confirmed by Photosolar photovoltaic equipment. Oral agreements or assurances made in writing.
2. The contract is subject to the proper and timely delivery by our suppliers. This only applies to the case that the non-delivery is not our fault, especially when a congruent hedging transaction with our supplier. The customer is informed of the unavailability of the service.
 - 2.1 The volume, type and quality of deliveries and services are determined by the customer signed contract or our order confirmation or our offer.
3. Drawings, illustrations, dimensions, weights or other performance data are only binding if expressly agreed in writing.
4. To illustrations, drawings, calculations and other documents we reserve ownership and copyright. This also applies to written documents, which are designated as confidential. Before their transfer to third parties without our express written consent.
5. On our invoices and offers are exclusively manufacturer warranties. Claims from loss of revenue must be submitted by the buyer directly to the manufacturer.

§ 3 Delivery and Performance Period

1. Delivery is within 90 days of receipt of the written order confirmation and the agreed payment. The 90-day period begins on the day, with the last of the above two conditions is met. 2. Delivery and service delays due to force majeure and due to events which impede delivery not only temporarily or make it impossible - particularly strikes, lockouts, official orders, people, etc., even if they occur at our suppliers or their subcontractors - have We represent also agreed to binding deadlines and dates. They entitle us to postpone delivery or performance for the duration of the impediment plus a reasonable start time or withdraw from the unfulfilled part of all or part of the contract. 3. If the disability lasts longer than 90 days, the customer is entitled to a reasonable grace period to withdraw from the unfulfilled portion of the contract. If the delivery or performance time or we are released from our obligation, the customer can not derive any claims for damages. 4. We are entitled to partial deliveries and partial services. 5. Compliance with our delivery and service obligations requires the timely and orderly implementation of the obligations of the buyer. 6. If the customer defaults on acceptance, we are entitled to claim compensation for the damage incurred by us, with a delay in acceptance, the risk of accidental deterioration or accidental loss to the customer. 7. In the case of the resignation shall return to the services. The buyer is aware that the goods bought by the seller in European and non European countries. The seller will pay a deposit granted to it by the buyer within 90 days back. It was not until the 91 day is entitled the buyer to make an interest rate may have occurred damages. This does not apply if the purchaser in writing to these Terms or pursuant to separate agreements might take and is entitled to withdraw.

§ 4 Prices and Payment

1. Unless otherwise stated, we adhere to the information contained in our offers for 30 days from the date of offer. Decisive are otherwise stated in our order confirmation plus the statutory rate. Other supplies and services

are charged separately. 2. Unless the order confirmation says otherwise, our prices from Wek, including packaging, this is billed separately. 3. We reserve the right to change our prices accordingly, after the conclusion of the contract cost reductions or cost increases, particularly due to occur by collective agreements or material price changes. This we will demonstrate to the customer upon request. 4. Our invoices are payable in advance without deduction. The legal rules regarding the consequences of late payment. 5. We are entitled, despite any provisions of the customer to offset payments on previous debts. We will inform the customer about the type of settlement. If costs and interest incurred, we are entitled to the payment of the costs first, then the interest and finally against the principal. 6. Off rights to the customer only if its counterclaims are legally established, undisputed or acknowledged by us. He is also to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 5 Transfer of Risk

The risk passes to the customer as soon as the consignment is handed over to the person performing or has left our warehouse for shipment. If the shipment to the customer's request, the risk shall pass to the notification of dispatch to the customer.

§ 6 Liability for defects

1. Warranty claims of customers assume that this is his according to § 377 HGB inspection and complaint properly fulfilled. 2. As far as a defect in the goods, we are entitled to choose to either remedy the defect or delivery of a new free of defects. In the case of repair, we are obliged to all for the purpose of remedy necessary expenses, in particular transport, travel, labor and material costs, if these are increased by the fact that the goods were shipped to a location other than the place. 3. If subsequent performance fails, the customer is entitled at its option withdraw from the purchase contract and to demand a refund of the purchase price, thereof, the customer can not derive any claims for damages. 4. Photosolar photovoltaic equipment is liable under the law if the customer makes a claim for damages based on intent or gross negligence, including intent or gross negligence of our representatives or agents. As far as we are not accused of intentional breach of contract, the liability for damages to the foreseeable, typically occurring damage is limited. 5. We are liable under the law if we culpably infringe any essential contractual obligation in this case, however, the liability for damages to the foreseeable, typically occurring damage. 6. The liability for culpable injury to life, limb or health is not affected, and this also applies to the mandatory liability under the Product Liability Act. 7. Unless otherwise above was signed, the liability is excluded. 8. The statute of limitations is 12 months from the transfer of risk. 9. The limitation period in case of legal recourse under § § 478, 479 BGB remains unaffected, it is five years from delivery of defective goods. 10. As for the quality of the goods only the properties are agreed upon, resulting from the technical product description. Public statements, recommendations or advertisements of the manufacturer do not contractual quality of the goods. 11th If the customer receives defective assembly instructions, we are only obliged to supply a correct assembly instructions, this only if the defect in the assembly instructions for the proper assembly.

§ 7 Joint and several liability

1. Further liability for damages as provided in § 6, is - regardless of the legal nature of the asserted claim - excluded. This applies in particular to damage claims arising from negligence in contracting, for other breaches of duty or tort claims for property damage pursuant to § 823 BGB. 2. The limitation under paragraph (1) also applies if the customer requests instead of a claim for damages, in lieu of compensation for useless expenses. 3. As far as the liability for damages against us is excluded or limited, this also applies to the personal liability of our employees, workers, employees, representatives and agents.

§ 8 Retention of title

1. We reserve the title to the goods until all payments from the business relationship with the customer. At behavior of customers, especially in case of default, we are entitled to recover the goods. In the withdrawal of the goods by a withdrawal from the contract. We have taken back the goods entitled to sell, the proceeds to the account of the customer - to - minus reasonable costs. 2. The customer is obliged to handle the goods with due care, in particular, he is obliged to at his own expense against fire, water damage and theft insurance for

replacement value. If maintenance and inspection work is required, the customer has to do this at his own expense. 3. Seizures or other interventions by third parties, the customer must immediately inform in writing so that we can bring an action under § 771 ZPO. If the third party is not able to reimburse us for the judicial and extrajudicial costs of a claim under § 771 ZPO, the customer is responsible for our loss. 4. The customer is entitled to resell the goods in the ordinary course of business, he assigns to us already now all claims in the amount of the invoice amount (including VAT) of our claim to him from the resale against his customers or third parties, and regardless of whether the goods have been sold without or after processing. To collect this claim even after the customer authorizes the transfer. Our authority to collect the claim ourselves remains unaffected. We commit ourselves not to collect the debt as long as the customer meets his payment obligations from the proceeds after is not in default of payment and no petition is filed for the commencement of composition or insolvency proceedings or suspended payments. If this is the case, we may require that the customer gives us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. 5. The processing or transformation of the goods by the customer is always done for us. If the goods with other goods not belonging to us, we shall acquire joint ownership of the new object in proportion to the value of the goods (final invoice amount including VAT) to the other processed items at the time of processing. The object created by processing is in fact the same as for the goods delivered under reservation. 6. If the goods with others, not belonging to us belong to us, we acquire joint ownership of the new object in proportion to the value of the goods (final invoice amount including VAT) to the other mixed objects at the time of mixing. If the mixing is such that the responsibility of the customer is regarded as the main item, it is understood that the customer pro rata co-ownership. The client keeps the sole or joint ownership for us. 7. The customer shall also assign to secure our claims against him, which due to the combination of the goods with a plot against a third party. 8. We pledge ourselves to release the securities due to the customer's request, the realizable value of our securities exceeds the secured claims by more than 10%, the choice of the securities to be released.

§ 9 Secrecy

Unless otherwise agreed in writing, apply to us in connection with orders shall not be deemed confidential.

§ 10 Applicable Law, Jurisdiction, Severability

1. These terms and conditions and all legal relationships between the customer and us the laws of the Federal Republic of Germany. The UN Sales Convention is not applicable. 2. Court of jurisdiction and fulfillment for both parties, unless otherwise agreed, is the seat of the company's Photosolar photovoltaic equipment in Nuremberg.
3. If any provision of these terms and conditions or a provision of other agreements be or become invalid, the validity of all other provisions or agreements shall not be affected. Discrepancies to our terms and conditions are effective only with our written confirmation. Terms and conditions of Photo-solar photovoltaic equipment, owner Bogdan Fegus-Sandulescu, Nuremberg, stand February 2011