

**1. Scope of Application, Deviating Terms and Conditions, Power of Representation**

- 1.1. Unless otherwise agreed on a case-to-case basis, the contracting parties agree that the General Terms and Conditions of Sale and Delivery (hereinafter "GTC") of Schletter GmbH, Alustr. 1, 83527 Kirchdorf, Germany (hereinafter "Schletter") and the present General Installation Conditions (hereinafter "GIC") of Schletter, as amended, shall apply for all present and future contracts on the provision of installation services, especially for photovoltaic plants ("PV plants") entered into between the parties under their business relationship. The GTC are available at all times on the internet at [www.schletter-group.com/AGB](http://www.schletter-group.com/AGB). In the event of conflicts between the GTC and the GIC, the provisions set out in these GIC shall prevail over the provisions of the GTC.
- 1.2. Any subsequent amendments of the GIC shall become valid if Customer has been notified in writing and does not object to these changes within three weeks.
- 1.3. The present GIC shall only apply to enterprises, legal entities under public law and special funds under public law ("Customer").
- 1.4. The application of terms and conditions of Customer deviating or supplementary to the present GIC shall be excluded, unless accepted by Schletter in writing. Failure to do so shall not be deemed as acceptance. The foregoing shall also apply if Schletter performs the work or service without reservation, being aware of such deviating terms and conditions of Customer.
- 1.5. The employees of Schletter shall neither be authorised to make additional verbal agreements not covered under the written contract, nor to amend or waive the present GIC. The power of representation of the managing director and authorised representative shall remain unaffected.

**2. Scope of Delivery Photovoltaic Plant, Foundation Risk**

- 2.1. The present clause 2 shall exclusively apply to the solar mounting systems/photovoltaic division. Unless otherwise agreed, Schletter shall perform the following assembly works in respect of

**2.1.1. ground-mounted photovoltaic plants:**

- 2.1.1.1. Installation of the foundations in a suitable underground which is free from obstacles and cleared of explosive ordnance,
- 2.1.1.2. Erection of the construction frame, and
- 2.1.1.3. Positioning and fixing of the photovoltaic modules manufactured by Customer ("modules");

**2.1.2. car-port photovoltaic plants:**

- 2.1.2.1. Drilling of holes in a suitable underground which is free from obstacles,
- 2.1.2.2. Micro pile grounding in the holes with infiltration of concrete slurries,
- 2.1.2.3. Foundation construction and filling with fast grouting mortar,
- 2.1.2.4. Mounting of car-port support structure on foundations, and
- 2.1.2.5. Positioning and fixing of the photovoltaic modules manufactured by Customer on the support structure.

**2.2. In addition,** Schletter shall perform the following ancillary works.

- 2.2.1. In connection with the **ground-mounted photovoltaic plants** (clause 2.1.1):
  - 2.2.1.1. Dynamic probing and soil analyses to perform a prognostic verification of the suitability and durability of the ground.
  - 2.2.1.2. Unloading and storage of the individual deliveries at the destination, and allocation of the material to the respective trade according to the progress of the construction works.
  - 2.2.1.3. Collection of the packing material for the material provided by Schletter using the containers provided by Customer.
  - 2.2.1.4. Clearance of the construction site (equipment and tools) upon completion of the works.
- 2.3. In connection with the **car-port photovoltaic plants** (clause 2.1.2):
  - 2.3.1.1. Dynamic probing and/or probe drillings, and soil analyses to perform a prognostic verification of the suitability and durability of the ground.
  - 2.3.1.2. Unloading and storage of the individual deliveries at the destination, and allocation of the material to the respective trade according to the progress of the construction works.
  - 2.3.1.3. Collection of the packing material for the material provided by Schletter using the containers provided by Customer.
  - 2.3.1.4. Clearance of the construction site (equipment and tools) upon completion of the works.

**2.4. Unless explicitly agreed otherwise,** the following works shall be excluded and/or not included in the quoted prices:

- 2.4.1. Drilling and concreting around the ground-mounted photovoltaic plants; if there are obstacles in the ground which completely or partially prevent ramming of foundations, then drilling technology shall be used to create a drilling hole of sufficient size in the foundations, in which the foundations are to be concreted, or, if concreting is not possible, rammed into a compact mixture of gravel and sand. Any additional expenses incurred shall be subject to assessment, and not be included in the scope of delivery. The actual costs depend on the expenditure and the quality of the soil and/or the type of obstacle.
- 2.4.2. Not included in the price shall be concrete collars (if necessary) or gravel and sand mixture to be compressed, which are used to elevate specific foundations, if, during the ramming process, zones are found that are not sufficiently compacted and thus do not provide the required durability for the foundation.
- 2.4.3. Transfer of material on construction site, excluding the mere distribution from the storage zone on the site to the respective trades of assembly.
- 2.4.4. Filling of underground cavities with cement or other substances.

**2.5. Due to trial pile driving and soil analyses based only on samples,** it may not be excluded that problems might occur during ramming and/or additional measures acc. to clause 2.4.1 and 2.4.2 become necessary. Therefore, Schletter shall not be held liable for the quality and suitability of the soil. The regulations as set out under clause 10 of the GTC shall accordingly apply. The soil risk shall be borne by Customer.

**3. Invoicing on T&M basis**

- 3.1. Schletter may invoice the following works on a time and material basis:
  - 3.1.1. Works not included in the offered scope of delivery, in particular works acc. to clause 2.4; labour hour works.
  - 3.1.2. Any downtimes and waiting times in the execution of the construction works caused by Customer or third parties.
  - 3.1.3. The costs for de- and remobilisation (in particular, re-equipment of construction site, costs of travel from and to construction site, and any applicable hotel cancellation fees), as well as additional expenses acc. to clause 4.2 and 4.4.
  - 3.1.4. Additional expenses due to deviations of the actual conditions on the construction site from those specified in the quotation.
  - 3.1.5. Additional expenses for any subsequent material transfer in the construction zone (cf. clause 2.4.3).
  - 3.1.6. Additional expenses to increase the ambient temperature to minimum 5° Celsius acc. to clause 7.1.2.
- 3.2. Schletter may invoice any expenses acc. to clause 3.1 at the following hourly rates per person and/or per machine:
  - site manager: €48.00; machine operator and technician: €38.00; ram: €35.00; wheel loader: €25.00; telescopic forklift: €35.00 (each plus applicable statutory VAT)

**4. Performance Period, Delay, Fixed Compensation, Default Liability**

- 4.1. Compliance with agreed deadlines for performance shall be subject to proper and due fulfilment of all Customer's duties. The right to object to unfulfilled contract shall remain unaffected.
- 4.2. If Customer defaults in acceptance, or otherwise negligently breaches its duties to cooperate, in particular, according to clause 5, Schletter shall be entitled to claim for compensation of any damage incurred by it, including any additional expenses. Any further claims or rights shall remain unaffected.
- 4.3. Provided that the provisions set out in clause 4.2 apply, the risk of incidental loss or incidental deterioration of the goods shall be transferred to Customer at the time of being in default with acceptance or debtor's delay.
- 4.4. If Schletter fails to perform the works in due time due to acts or omissions of Customer, or the buyer of Customer, the end customer or a third party commissioned by Customer to provide the works, or any person exercising public authority (in particular, due to non-compliance with Customer's duties

to cooperate (esp. clause 5), or due to delayed or defective delivery of supplies provided by Customer (cf. clause 6), in particular, the provision of modules, or due to non-compliance with any other duties under this agreement), or any other reasons which are not attributable to Schletter, whether or not such reasons are caused by events of force majeure, then Schletter shall be entitled to extend the deadlines for the provision of works or of completion agreed between the parties (if applicable) by one day for each day of delay. In addition, Customer shall reimburse Schletter any and all incurred as a result of the de- and remobilisation of technicians, and any additional expenses, according to clause 3, for further technicians required to make up for any delays. Consultation of further technicians shall be subject to agreement with Customer.

- 4.5. For each completed week of delay in respect of the final completion date, Customer shall be entitled to a lump sum compensation of 0.5% of the net order value. Aforesaid lump sum compensation shall not exceed 5% of the net order value of that part of the overall delivery, which cannot be used in due time or as agreed due to delay. Minor delays and/or insignificant impairment of the contractual object's usability shall not be considered. The foregoing provision shall be without prejudice to the burden of proof that the damage actually incurred is lower than the lump sum compensation. Any further damage claims due to delay shall remain unaffected, whereas the lump sum compensation is set off against any applicable damage claims.
- 4.6. The final completion date shall not be binding, unless confirmed in writing and undersigned by Schletter.
- 4.7. If Schletter fails to comply with a reasonable extension period for performance granted by Customer – in consideration of the exceptional cases provided by law – after expiration of the completion, Customer may withdraw from the contract in accordance with the applicable legal provisions.
- 4.8. Subject to express agreements made otherwise, the agreed execution periods shall not be deemed fixed dates, and any interim deadlines resulting from construction schedules shall not be considered contractual deadlines.
- 4.9. Schletter shall be held liable only for damages resulting from delay under the product liability act, in cases of wilful action or gross negligence, including wilful action or gross negligence of representatives or agents, from injury of life, body and health, or fraudulent concealment of defects.
- 4.10. The liability in the event of material breaches of the contract shall be limited to
  - 4.10.1. the foreseeable typical average damage
  - 4.10.2. and to 15% of the net order value in aggregate.
 A material breach means a breach of such duty which is necessary to achieve the purpose of the contract and upon which Customer can rely on.
- 4.11. The personal liability of officers, workers, employees, representatives and agents of Schletter for damages shall be excluded or limited to the same extent as Schletter's liability.
- 4.12. Any loss of feed-in tariffs for PV plants, in particular, due to reduction of feed-in tariffs at a specified date, with Schletter not having confirmed a completion date as fixed date before the specified date and not having been notified in writing by Customer in advance of the amount of the loss of feed-in tariffs, shall not be deemed as damage for delay which is typical under the contract and reasonably foreseeable, and hence shall be excluded from liability for damages.

**5. Customer's duties to cooperate (photovoltaic)**

- 5.1. **Building permit etc.:** Customer shall obtain all official legal approvals necessary for the operation of the construction site, including the building permit and notification to the relevant authorities for the construction site. Evidence shall be submitted to Schletter before the scheduled construction start date.
- 5.2. **Legal regulations:** Customer shall observe all applicable legal regulations imposed to it as principal or general contractor, such as fencing of construction site, installation of signs, provision of washrooms, electricity, common rooms for technicians and other construction site equipment common in this sector.
- 5.3. **UXO cleaning:** Customer may, at its own costs, be required to ensure complete and sufficiently deep clearance of the construction site from UXO prior to the start of trial pile driving, and submit sufficient proof thereof to Schletter.
- 5.4. **Unloading and storage zone:** Unloading acc. to clause 2.2.1.2 and 2.3.1.2 shall be subject to the condition that Customer allocated to Schletter a suitable zone of sufficient size for unloading and storage directly on the construction site which can be used over the entire construction period without relocations.
- 5.5. **Ground holes:** If trenches or cable ducts, or similar, are already present in the ground, they must be filled in before the start of construction work so that there is nothing to prevent unhindered travel over the site with no risk of damage. Fill-ups and civil works have to be solidified so that the geological conditions are complied with according to the geological report. If the fill-ups or civil works take place after the soil tests for Schletter's geological report, Customer shall inform Schletter about the fill-ups before the beginning of the mounting works. Schletter will inform Customer in writing whether the fill-ups are sufficient to execute the contractual agreed works.
- 5.6. **Ground cables:** Customer shall provide for clearly visible markings on the ground indicating the location of power, gas and water lines using poles. Power, gas and water line have to be marked in a development plan which shall be made available to Schletter free of charge in electronic form (file format: .dwg; Autodesk AutoCAD) in due time prior to start of construction.
- 5.7. **Ramming plan:** Customer shall provide a ramming plan for the construction site in accordance with a detailed drawing provided and/or approved by Customer which shows the exact location of the ramming foundations for each individual table. The location of the ramming posts has to be stated in a way that the posts can be located according to the Gauss and Boaga method or via GPS. The ramming plan determines the exact position of the ram foundations on the site. The Customer shall, at its own costs and under its own responsibility, mark the lines for the foundation posts at the beginning and the end of each line and, if the length of 50m is exceeded, after every 50 meters so as to allow for exact orientation of the lines.
- 5.8. **Disposal:** Customer shall provide containers of sufficient size to dispose of packing and waste material on its own costs.
- 5.9. **Module supply - call-off plan:** Customer shall, in coordination with Schletter, prepare a delivery and call-off plan for the modules provided by Customer to create the organisation of all trades involved on the site and thus to ensure smooth course of construction.
- 5.10. **Module supply - logistics:** Customer shall ensure proper storage of the modules to be supplied by Customer on the construction site allowing for smooth collection, allocation and assembly of the same by Schletter on site. Customer shall deliver these modules to Schletter in the usual packaging units with the same wattage for subsequent assembly. Packed modules shall be protected against bad weather conditions; especially modules packed in cardboard boxes are to be protected against rain.
- 5.11. **Insurance:** Customer shall provide and maintain adequate insurance against theft and/or damage for the modules provided by Customer during the entire period of storage.
- 5.12. **String boxes:** If the scope of delivery and mounting includes string box fixings, Customer shall inform Schletter in advance about the measurements and types of string boxes used for the respective photovoltaic plant.
- 5.13. **Construction site equipment:** Customer shall provide, on its own costs, the following construction site equipment:
  - 5.13.1. **Construction site trailer** as lounge room for workers and mobile office for construction site manager,
  - 5.13.2. **Washrooms (WC)** for workers/construction site manager,
  - 5.13.3. **Water supply connection** (hydrant) and
  - 5.13.4. **lockable and walk-in material container** (minimum length 10 feet) for small materials.
- 5.14. **Accessibility of construction site:** The vehicles and equipment set out in Annex to the GIC provided by Schletter must reach their respective specified place of destination at the specified construction stage without any restriction and danger, and perform the intended purpose on-site. Customer shall particularly ensure load capacity of the ground surface and the underground. Customer shall also be responsible for clearance of the site from interfering vegetation and other obstacles, such as stones.

**6. Supplies provided by Customer; Liability for Supplies**

- 6.1. Customer shall ensure usability of any modules or other materials provided by Customer.
- 6.2. If Schletter accepts modules of other manufacturers on behalf of Customer, Schletter shall perform visual inspection for obvious defects. No obligation to perform inspection or give notification of defects imposed to Customer towards its suppliers acc. to Section 377 of the German Commercial Code (HGB) shall not be assumed by Schletter in favour of Customer.
- 6.3. Schletter shall assume liability to the extent provided by Section 690 of the German Civil Code (BGB) for modules, tools, equipment and other materials provided by customer.

## **7. Force majeure**

- 7.1. Neither party shall be liable to the respective other party for failure to comply with their individual duties, if such non-compliance is due to circumstances beyond the reasonable control of either party, or, in particular, due to any of the following events:
  - 7.1.1. maceration of the ground caused by rain or flood, or soil frost, if and to the extent that deployment of equipment and personnel of Schletter on the contractual territory is prevented.
  - 7.1.2. ambient temperatures of less than 5° Celsius with use of cement/concrete (drilling with simultaneous addition of cement/concrete and concrete foundation construction).
  - 7.1.3. fire, acts of god, war, seizure, export ban, embargo, general shortage of raw materials, restriction on energy consumption, labour disputes or if any breach of contractual obligations on the part of suppliers are based on any of the aforementioned reasons.
- 7.2. The affected party shall immediately notify the respective other party of any event which prevents that party to comply with its contractual duties, and the end of such event.
- 7.3. If the affected party is prevented from performing its contractual duties for more than three months pursuant to clause 7.1, the respective other party may terminate the contract by providing written notice.

## **8. Subcontracting, Duties of Schletter**

- 8.1. Schletter shall only be responsible for the introduction, guidance and supervision of its own personnel, and, in the individual case, for giving instructions. At no time, shall Schletter and its personnel be involved in the operational and workflow organisation of Customer.
- 8.2. To the extent necessary in respect of nature and scope of the works, Schletter shall provide for accommodation and transport of its personnel and tools on its own account.
- 8.3. Schletter shall treat all equipment and tools provided by Customer with due care.
- 8.4. Schletter guarantees to deploy workers from countries outside the European Union only if they are in possession of a valid working permit and social insurance card, and shall ensure that its subcontractors are bound to aforementioned obligation in the same way.
- 8.5. Customer is aware of the fact that Schletter may subcontract agreed assembly works. Schletter warrants that the subcontractors commissioned by it have the necessary technical knowledge and personnel, and Customer herewith agrees with the award of subcontracts for all or specific assembly works.
- 8.6. If Schletter provides only own personnel to support the construction site management or other personnel of Customer in the supervision or execution of assembly, Schletter's liability shall be limited to the use of adequately qualified personnel. No liability shall be assumed by Schletter for tasks and activities of the construction site manager, expert construction manager, construction supervisor, planner or coordinator, and for assembly works. Excluded from the liability assumed by Schletter shall also be the proper and professional provision of materials to be mounted according to the drawing.

## **9. Acceptance, Limitation Period for Defect Claims**

- 9.1. Customer shall inspect the works performed by Schletter immediately upon completion, or, in case of partial deliveries, before the delivery is covered by subsequent deliveries or processed by the subsequent trades- for their compliance with the agreed specifications. Customer shall not withhold acceptance in case of full compliance or minor deviations according to clause 9.6 from the agreed specifications.
- 9.2. Customer shall immediately notify Schletter of any defects identified during inspection, providing a sufficiently detailed description of the defects which allow Schletter to identify and remedy the same. Major defects shall be remedied by Schletter without undue delay, and submitted to Customer for re-acceptance.
- 9.3. If Schletter requires formal acceptance of any delivery after completion, for example, by way of partial acceptance, then Customer shall be responsible to perform acceptance together with Schletter within a reasonable period on a mutually agreed date. If Customer fails to declare acceptance or, in case of refusal of acceptance, does not provide a detailed description of the reasons for non-acceptance in writing (or, in case of formal acceptance, makes no records in the protocol), which allow Schletter to identify and remedy the defects, Schletter may grant an extension period of 12 days to Customer. If Customer fails to comply with its duties as mentioned above, the deliveries subject to acceptance shall be deemed accepted.
- 9.4. Acceptance shall furthermore be deemed completed upon expiration of six days once Customer makes use of or otherwise actively deploys the delivery or partial delivery, in whole or in part, in accordance with its intended purpose.
- 9.5. Reservations based on known defects shall be enforced by Customer by the dates as set out in clause 9.3 and 9.4 at the latest.
- 9.6. Acceptance shall not be withheld for minor defects. Aforesaid minor defects relate to such defects which do not significantly impair the usability of the object. Any minor defects shall be recorded by Customer in the acceptance protocol, and remedied by Schletter within the statutory warranty period. Re-acceptance shall only include inspection of whether the defect was actually remedied.
- 9.7. The limitation period for claims for defects of the works performed shall be 12 months from the date of transfer of risk.

## **10. Applicable Law, Place of Jurisdiction, Order of Priority**

- 10.1. Unless otherwise agreed in individual contracts, the following terms and conditions in the order as provided herein shall apply to the respective contract: GIC, GTC. The laws of the Federal Republic of Germany, as amended, shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods as of 11 April 1980 ("CISG").
- 10.2. If the customer is an enterprise, a legal entity under public law or a special fund under public law, the registered business seat of Schletter shall be the place of jurisdiction for any disputes arising under the contract. However, Schletter shall be entitled to bring action against the customer even before the court of its place of residence.

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Work stages I. - III.	Place and work	Geological survey, Measuring	Ramming / Drilling	Mounting works of substructure	Mounting of modules
I. Preparation Stage and Delivery	Access and entry to construction site up to unloading, storage or construction zone	<b>Truck/Lorry</b> For dimensions and other details please see Fig. (a) below	<b>Truck/Lorry</b> For dimensions and other details please see Fig. (a) below	<b>Truck/Lorry</b> For dimensions and other details please see Fig. (a) below	<b>Truck/Lorry</b> For dimensions and other details please see Fig. (a) below
II. Mounting Stage	Movement on the construction site between the storage zones for material or equipment to and on the actual place where the works are being carried out; on roads, tracks and between module/carport rows	<b>Ramming machine</b> For dimensions and other details please see Fig. (b) below	<b>Ramming machine</b> For dimensions and other details please see Fig. (b) below  <b>Drilling machine</b> For dimensions and other details please see Fig. (e) below  <b>Small stacker load truck</b> For dimensions and other details please see Fig. (c) below	<b>Large stacker load truck</b> For dimensions and other details please see Fig. (d) below	<b>Large stacker load truck</b> For dimensions and other details please see Fig. (d) below
III. Clearing Stage	Movement on the construction site between the storage zones for material or equipment, the disposal area for waste material, and to and on the actual place where the works are being carried out; on roads, tracks and between module/carport rows			<b>Large stacker load truck</b> For dimensions and other details please see Fig. (d) below	<b>Large stacker load truck</b> For dimensions and other details please see Fig. (d) below

### Description and Illustrations of the Vehicles/Equipment used

(Vehicles and equipment below are simplified for illustration purposes)

Fig. (a)	<p><b>Truck/Lorry</b></p> <ul style="list-style-type: none"> <li>• Combined length (truck and trailer) 18.35 metres,</li> <li>• height 4 metres,</li> <li>• width 2.55 metres,</li> <li>• weight: up to 40 tons</li> </ul>	
Fig. (b)	<p><b>Ramming machine</b></p> <ul style="list-style-type: none"> <li>• length 4 metres,</li> <li>• height 2.20 metres (during transport; higher with extended ramming arm)</li> <li>• width 2 metres,</li> <li>• tracked vehicle with limited off-road capabilities;</li> <li>• weight approx. 4 tons</li> </ul>	
Fig. (c)	<p><b>Small stacker load truck</b></p> <ul style="list-style-type: none"> <li>• length 4.60 metres,</li> <li>• height 2.30 metres,</li> <li>• width 1.50 metres,</li> <li>• weight approx. 3.5 tons</li> <li>• vehicle with off-road tires and limited off-road capabilities;</li> </ul>	
Fig. (d)	<p><b>Large stacker load truck (with telescopic arm)</b></p> <ul style="list-style-type: none"> <li>• length 4.30 metres (with retracted lift fork); 5.50 metres (with extended lift fork)</li> <li>• height 2.00 metres,</li> <li>• width 2.00 metres,</li> <li>• weight approx. 6 tons</li> <li>• vehicle with off-road tires and limited off-road capabilities;</li> </ul>	
Fig. (e)	<p><b>Drilling machine</b></p> <ul style="list-style-type: none"> <li>• length 5.70 metres</li> <li>• height 3.50 metres (during transport)</li> <li>• width 2.10 metres</li> <li>• weight approx. 11 tons</li> <li>• tracked vehicle with limited off-road capabilities;</li> </ul>	