



Certified system of management:
UNI EN ISO 9001:2000 – Quality
UNI EN ISO 14001:2004 - Environment

TERMS OF SALE

1. Scope and Price

1.1 The subject of this contract is the provision described below (hereinafter referred to as 'products'), at the price of €. This price does not include VAT and, if not expressly specified, includes the price of standard packaging. 1.2. The buyer, from now on and without the need for further negotiations, authorizes the vendor to replace the products with different ones, if it is deemed necessary for reasons that are not attributable to the vendor, subject to compliance with the minimum electrical characteristics indicated above (in the case of modules power variation equal to $\pm 5\%$), without involving any breach of the seller, right to reimbursement of the buyer and/or compensation and/or indemnification of any nature and kind. 1.3. The vendor also reserves the right to make technical changes to any products if considered necessary and appropriate according to progress in science and research. 1.4. The price could endure variations, that automatically apply to this contract, in consideration of proven cost increases of materials and labour.

2. Contract Finalization

2.1. The purchase agreement between the parties is finalized exclusively by signing this document. Any other document, dated prior to this and drawn by each of the parties, is purely indicative and not binding, and in no case can be interpreted as equivalent to this one.

2.2. This agreement is considered effective when a copy of it is returned to the seller, also by fax, duly signed by the buyer. 2.3. For orders exceeding € 20,000.00 (Twenty thousand /00 Euros) the buyer agrees to send the vendor the above mentioned copy by registered letter with return receipt.

3. Delivery

3.1. Delivery is performed, pursuant to and by effect of Civil Code Art. 1510, at the premises of the seller. 3.2. If transportation has been agreed in a place other than the seller's headquarters, the delivery is performed referring the products to the carrier or the forwarder.

3.3. When delivery is made, the seller is not liable for theft and/or damage to supplied products. 3.4. Any term indicated for the delivery is to be intended as a general guide and never has essential character. Any delay in delivery, resulting from uncontrollable events, do not involve refunds and/or compensation and/or indemnification of any nature or kind. Among uncontrollable events are included, by way of example but not limited to, the lack or delay of material and/or supply, machinery breakdowns, strikes, adverse weather conditions, any issues relating to transportation (including breaches of the carrier and/or forwarder), and in general all facts non attributable to the vendor. 3.5. The agreed terms of delivery are automatically extended because of events beyond the control of the seller or if the buyer fails to fulfil any contractual obligations in time, including the terms of payment, or engages in such a conduct that the deferment is necessary. 3.6. After delivery according to points 3.1. or 3.2., all the risks on the products are transferred to the buyer.

3.7. The products must be delivered within 10 (ten) working days after receipt of the "notice that the goods are ready", that is since he is warned that the products can be delivered. In case of failure to take delivery within the period agreed, this contract will be terminated due to buyer's non-compliance breach by effect of Civil Code Art. 1456. The buyer must pay to the seller an amount equal to €, by way of liquidated damages, in addition to storage, maintenance, custody and insurance costs, as well as others that are necessary and that are to be deduct from the advances already paid. 3.8. In any case, the seller can refuse to deliver the products, without being accused of breach, if the advances accrued have not been cashed.

4. Intellectual Property

4.1. Sunerg Solar s.r.l reserves the rights, title and intellectual property over documents, drawings and specifications supplied to the buyer, who cannot supply, or even simply show, such documentation to third parties, without prior written consent of the seller.

5. Payment Methods

5.1. The payments must be made at the headquarters of the seller, unless otherwise defined by this contract, with securities or bank transfer. The possible issuing of bank receipts does not cause the transfer of the performance place. 5.2. Unless otherwise agreed in written, at the time of signing of this document, an advance equal to 10 % beyond Vat of the price indicated on previous point 1.1 must be paid, it will be deducted from the last supply. 5.3. The remaining payment is to be made as follows: art1..... 5.4. Against non-payment of even one of the above agreed instalments, the seller reserves the right to discontinue the provision and terminate this contract according to Civil Code Art. 1456. 5.5. In the event provided in Art. 5.4. the buyer cannot ask for anything as compensation and/or reimbursement and/or indemnification. The amount paid until the termination of the contract pursuant to Art. 5.4. is held by the seller as damage compensation. 5.6. In any case of delayed payment the official rate interests are due, with an increase of 7 (seven) percentage points, pursuant to Art. 5, Legislative Decree 231/2002, subject to the seller's right to claim for further damage suffered. 5.7. The collection costs, net of VAT as per Law, are borne by the buyer. 5.8. Retention of title. Until full payment of the price, of the interests on late payment and other amounts owed, the seller retains ownership of the products, subject to the transfer of risk as per Art. 3.7. The buyer is expressly prohibited from providing guarantees on the products covered by this contract: the violation of the prohibition entails revocation of the benefit of the term pursuant to Civil Code Art. 1186, with the consequent obligation to immediately pay all amounts owed to the seller for any reason. 5.9. Allocation of payments. Notwithstanding Art. 1193, paragraph 1, of Civil Code, the seller is at liberty to allocate the payments made by the buyer or the amounts cashed by third parties to discharge or curtail one or more obligation of the buyer itself.

6. Condition of Transportation

6.1. The transportation of sold products is always charged on and at risk of the buyer. 6.2. If, under specific written agreement, the transportation is carried out by the seller (including the assignment of duty to a carrier instructed by the seller), the latter is only liable, within the limits prescribed by law, pursuant to Civil Code Art. 1698. 6.3. It is recalled, without this implying derogation from the provisions as per Civil Code Art. 1697, paragraph 3, and 1698, that the consignee is obliged to sign, subject to verification, the transport document upon delivery (that means the moment in which the carrier delivers the products), if the packing reveals defects and/or obvious cracks, on in any case in which it is impossible to carry out an inspection on the content of packages received, and in any case, upon detection of the damage or anyway no later than 8 (eight) days after receipt, a notification is to be sent, reporting the loss or fault of the products, by a registered letter with return receipt, under penalty of forfeiture. In the case of loss or damage assessment pursuant to Civil Code Art. 1697, paragraph 3, the seller, after the return of the goods at its expense, will proceed with the repair or replacement .



Certified system of management:
UNI EN ISO 9001:2000 – Quality
UNI EN ISO 14001:2004 - Environment

6.4. If it necessary to unload in site areas, without prejudice the application of Art. 3.3., the buyer is responsible for the safekeeping of the products at the time of delivery, as well as for the availability of the unloading areas, and is required to reimburse the costs incurred by the seller as a result of failure to comply with these obligations. 6.5. The buyer is also required to reimburse costs incurred by the vendor in case of unavailability of the consignee at the place established for goods return. 6.6. The transportation costs are equal to our indication net of VAT as per law, and it will be performed at customer delivery address.

7. Warranty Conditions

7.1. The buyer is required to report, by registered letter with return receipt, as per law, every and any defect of the products supplied providing a synthetic description of it: any other form of communication or the extreme vagueness of the defect description will nullify the warranty. The report must indicate the exact day on which the defect occurred, and/or has been discovered, subject to nullification of the warranty. 7.2. The warranty for defects include the repair or the replacement (at unquestionable discretion of the seller) of the components concerned by the problem and the cost of the relevant labour. The labour costs never include those for assembly and disassembly of products, they are borne entirely by the buyer. 7.3. For products not manufactured by the seller, the buyer agrees to have recourse to warranty, performance and servicing conditions provided by the relevant manufacturers and/or sellers: he declares he is aware of those conditions and have received a copy of the document they are stated in, exempting from any responsibility and obligation the seller. 7.4. For products manufactured by the seller the buyer confirms the receipt of the installation and user and maintenance manuals the seller sent him, as well as the documentation required by the technical reference standards concerning the proper functioning of the products. 7.5. The report of defects never may constitute ground for delay, stoppage or splitting of the payments. 7.6. The following circumstances are never covered by the warranty: a) malfunctioning and/or defects and/or damage occurred as a result of assembly and/or fitting and/or installation and/or connection and/or design not carried out by the seller; b) damage derived from the impossibility to use the damaged products; c) malfunctioning and/or defects and/or damage of the products resulting from uncontrollable events; d) malfunctioning and/or defects and/or damage of the products resulting from improper use and/or not compliant with the instruction manual and/or the safety rules; e) malfunctioning and/or defects and/or damage caused by incompatibility of the products with others owned by the buyer; f) malfunctioning and/or defects and/or damage of the products resulting from improper maintenance and/or tests; g) malfunctioning and/or defects and/or damage due to dirtiness, smoke, salt, chemicals or other pollutants and similar; h) malfunctioning and/or defects and/or damage of the products due to tampering made autonomously by the buyer; i) damage to person or property caused by intentional or careless behaviour violating safety rules. 7.7. If a malfunctioning of a device or component manufactured or sold by the seller is detected, the buyer is required to send it, at his own expense, to the seller's headquarters, prior filling in any part the return material authorization form provided by the seller. Except as provided in Civil Code Article 1513, obtained the outcome of technical investigations, which must be carried out solely by the seller or at authorized centres or by third parties designated by the seller, the buyer is at liberty to inspect the products at the seller's premises, even designating by written notice a trusted technician, not later than 15 (fifteen) days after the report concerning the findings. Failing this, the results of investigations carried out by the seller are deemed accepted by the buyer. It is subject to buyer's ability to ask in writing for the intervention, at the place in which the products are located. In this case the buyer is required to reimburse the expenses incurred by the seller and make available to him, at its own expense and care, all the resources, equipment and support staff, as well as electrical system and masonry (or others) required. 7.8. The works implemented as provided by this warranty do not involve the extension of the warranty period originally stated.

8. Domicile

The buyer, for the purposes of this contract, fixes the domicile in ().

9. Privacy

9.1. Pursuant to and by effect of the Legislative Decree 196/03, the parties declare that they have received the information and have mutually approved the processing of personal data, being aware of what stated in Art. 7 of mentioned Legislative Decree.

10. EXPRESS TERMINATION CLAUSE AND PENALTY CLAUSE.

10.1. In the event of a breach of only one of the obligations of the parties under this contract, the same may be terminated pursuant to and for the purposes of art. 1456 c.c. 10.2 In the event of default or delay in the fulfillment of the contract by the buyer, the seller is entitled, by way of compensation for the damage, to a sum equal to 10% of the agreed price inclusive of VAT, without prejudice to the indemnification of the greater damage, pursuant to and for the effects referred to in art. 1382 c.c..

11. Place of Jurisdiction

11.1. For any disputing relating to the implementation and/or interpretation of this contract the Court of Perugia or Città di Castello has exclusive jurisdiction.

The parties declare that they have expressly agreed to every clause of this contract and specifically and without reservation approve, in accordance with the relevant legislation, the provisions of Articles 1 (subject matter and price); 2 (finalization of the contract); 3 (delivery); 4 (intellectual property); 5 (payment methods); 6 (condition of transportation); 7 (warranty conditions); 8 (domicile); 9 (privacy); 10 (termination clause); 11 (place of jurisdiction); 12 (declaration of VAT rate).