

General Terms and Conditions of Sale

of SOLARIS GmbH

Date: 08. July 2005

I. General terms

(1) The following General Terms and Conditions of sales and delivery (hereinafter referred to as "GTC") shall be exclusively applied to all goods and services rendered by SOLARIS GmbH (hereinafter referred to as "Seller") to entrepreneurs, legal persons under public law and public agencies (hereinafter referred to as "Buyer"). The GTC shall take effect when Seller and Buyer sign a contract for the first time and shall remain applicable for all subsequent orders if no such express agreement to said effect is made again. The GTC are deemed to have been accepted upon delivery of the goods at the latest. Any general terms and conditions of the Buyer as well as deviating conditions in enquiries, offers, order confirmations, order forms or other documents of the Buyer shall be valid only if they are accepted expressly and in writing by the Seller.

II. Subject Matter of the Contract

- (1) All offers made by Seller shall be subject to change without notice and shall be free of obligation to Seller. Contracts shall be valid only if concluded in writing.
- (2) Deliveries shall be made in accordance with the written confirmation of the order by the supplier. If a written confirmation is not available, then the bill of delivery shall be considered as the confirmation of order.
- (3) The Seller reserve the right to select the production facility from where the order will be executed. Likewise, the Seller shall reserve the right to select the dispatching point when deliveries are made from warehoused stocks.
- (4) All dimensions of samples, models and drawings shall be considered approximate. All details in regard to weight, constituents, dimensions and other data shall be considered as indication of average values. Insofar as maximum permissible deviations are not stipulated in writing, actual product specifications may vary depending on production conditions and technical advances within accepted industry-wide margins. No warranty can be accepted for identity of colour and hue.
- (5) The Seller shall be permitted to make small upward and/or downward adjustments in delivered quantities as may be required to conform to the packaging units selected by Seller.

III. Prices

- (1) All prices are indicated as net prices ex works in the stipulated currency, exclusive of applicable Value Added Tax, customs duties and other applicable taxes. In the case of list prices or in the event that no specific price has been agreed upon, payable prices shall be based on the current price list of the Seller. In the event that deliveries are executed as agreed later than 4 months after the order has been accepted, the Seller shall be entitled to adjust the prices if and insofar as prices for raw material, wages or energy have increased significantly in the meantime.
- (2) Cost estimates, drafts, drawings, models and other similar preliminary work which have been submitted at the request of the Buyer shall be invoiced. The Seller shall retain the sole ownership and copyrights on the aforementioned items. Said items shall not be made available to third parties.

IV. Terms of payment

- (1) Unless otherwise agreed, all invoiced amounts shall be payable within 30 days of the invoice date in full or within 10 days less 3% discount. Discounts shall be applicable only if no payments are overdue. Incoming payments shall be first booked as settlement of costs and interest and only then as settlement of unsecured claims, always against oldest claims first. All payment claims made by Seller shall be settled to the order of the Seller's address as indicated in the confirmation of the order.
- (2) Bills of exchange with a maturity of no more than 90 days after due date shall be accepted upon prior agreement and only when full payment is made without any discounts. The Seller shall charge expenses for the bills of exchange amounting to 5 % above the base discount rate unless higher costs have been incurred.
- (3) The Buyer shall be entitled to withhold payments due or to set off payments against any existing counterclaims including warranty claims only if undisputed claims exist or legal claims for payment have been acknowledged by a court of law.
- (4) The Seller shall reserve the right to claim interest from Buyer after due date of payment to the time of default amounting to 5 % of the due amount, insofar as the amount payable is not received earlier. Seller's invoices are deemed accepted unless disputed by Buyer within 10 days of receipt of invoice. Interest will be charged on defaulted payments at the current lending rate charged by banks however, not less than 8 % above the base interest rate. Provisions regulating delayed and/or defaulted payments shall not in any way prejudice Seller's claims for damages. Rebates and other discounts shall not be applicable.

(5) Should the conditions of payment not be adhered to or should legitimate doubts exist as to the creditworthiness of the Buyer then the Seller shall be entitled to demand pre payment and immediate settlement of all open accounts including those which are not yet due, to withhold the delivery of undelivered goods, to repossess already delivered but unpaid goods at the expense of the Buyer, or to rescind the contract immediately insofar as goods are still undelivered and/or if delivered goods are still unpaid for and to demand reimbursement of all expenses incurred by said actions.

V. Delivery dates and periods

- (1) Delivery dates and periods of delivery shall be considered binding only when they have been agreed upon in writing. Adherence with delivery dates and periods shall be subject to the Buyer's fulfilment of his part of the contract, especially with regard to his settlement of the pre payments agreed upon and/or his fulfilment of other preconditions and obligations with respect to co-operation. Adherence to the dates and periods of delivery shall depend on whether that the Seller himself receives proper deliveries in due time from suppliers provided that the suppliers had been chosen with the due diligence customary in business.
- (2) If a closing date for deliveries is laid down in the order confirmation the Seller shall be obliged to deliver within the stipulated period. If more than one closing date is stipulated, each closing date shall refer to the related partial order only.
- (3) If the order confirmation indicates approximate periods of delivery, it shall be considered acceptable to exceed the indicated approximate period by up to 50%. Any information provided by the Seller in this regard shall not constitute as a contractual undertaking.
- (4) Should the Seller fall behind schedule with the deliveries and should he allow a reasonable additional period granted to him in writing by the Buyer to elapse without due delivery then the Buyer is entitled to cancel the order with regard to the goods not yet delivered at such time. Any further claims for damages due to non compliance with the contract or the delay of delivery may only be claimed within the scope of paragraph IX.
- (5) The period of delivery shall be prolonged by a reasonable period if the Seller is confronted with unforeseeable disruptions of any kind or other intervening circumstances which he did not cause by intent or gross negligence, e.g. government interventions, armed conflicts, natural catastrophes, delays in the supply of energy and raw materials, industrial disputes, especially strikes and lockouts. The Seller shall not liable for the aforementioned circumstances even if they occur when he is already behind schedule.
- (6) Partial deliveries for deliveries on demand shall be generally delivered four weeks after the Buyer's order. Should the Buyer fail to make an order within a reasonable period of time then the Seller shall be entitled to choose between execution of the order or termination of the contract. Any claims for damages shall remain unaffected.
- (7) The Buyer shall accept without delay any goods which are made available and are delivered in due time. Furthermore the Buyer shall fulfil in due time all requirements to facilitate the execution of the order on schedule. If the Buyer requests that goods which are ready for delivery remain undelivered at his disposal then the Seller is entitled to invoice them immediately and to demand payment. The goods shall then stored at the Buyer's expense and risk. Said provision shall also apply if the Buyer is in default of acceptance.

VI. Delivery, Packaging, Despatch

- (1) Deliveries shall be made ex works/ex storage of Seller unless otherwise stipulated.
- (2) The Buyer shall bear the costs and the risk of transport. Unless otherwise stipulated, the Seller shall select the type of packaging and despatching method as well as the shipping company. Any transport aids (e.g. flat pallets) that have been made available by Seller as a loan shall be free-delivered to Seller in a usable condition within three months failing which Seller shall be entitled to invoice Buyer for the same at cost unless Buyer can prove that he is not at fault.

VII. Retention of Title

- (1) All delivered goods shall remain the sole property of the Seller until all present and future claims against the Buyer arising from the business relationship with the Seller are paid in full. The Buyer is entitled to resell such retained goods in the course of normal business activities provided that the claims of the Buyer resulting from the resale have not already been assigned to a third party; the right of resale is also excluded if the Buyer is in default of payment or insolvent. If the goods are resold on credit then it is the duty of the Buyer to determine the rights of the Seller. He is not entitled to pledge the goods or give them a protective conveyance without the express consent of the Seller.
- (2) Upon resale the Buyer assigns to the Seller without further declaration of

assignment in any single case all claims against third parties arising from the resale of the goods limited to the extent of the Seller's claim on the Buyer; the Seller shall accept the assignment. Notwithstanding the assignment and the Seller's right to collect, the Buyer shall be entitled to collect for as long as he fulfils his obligations towards the Seller and he does not become insolvent. The Buyer shall provide to the Seller at any time upon demand, all such relevant information as may be necessary for the collection of the assigned claims and shall be obliged to inform the debtors of the assignment. In the event that the Buyer defaults on payment becomes insolvent, the Seller shall be entitled to inform third party debtors of the assignment of the claims and either to collect the claims himself or to retake possession of the goods.

- (3) Any treatment, combining or processing retained goods shall be deemed to be undertaken on behalf of and free of any liabilities to Seller. Unless otherwise agreed, full ownership of said treated, combined or processed goods shall pass to Seller. Should the Buyer obtain sole ownership of the new goods that have ensued by combining, mixing or blending retained goods with other goods, then the parties to this contract agree that the Buyer grants joint ownership in the new goods to the Seller amounting to the value of the retained goods. In all cases the Buyer shall store the new goods for the Seller without charge. The regulations for resale according to paragraph (2) shall apply to the value of the retained goods
- (4) The Buyer shall inform the Seller immediately of compulsory execution proceedings by a third party against retained goods or against previously assigned claims. The Buyer shall admit the Seller or his agent to the premises where the goods are kept and undertakes hereby to cover the costs of any intervention.
- (5) The Seller shall release any securities he may have chosen to withhold and to which he is entitled in accordance with the conditions mentioned above upon demand by the Buyer should their value exceed the secured claims by 20 %.
- (6) The Buyer shall store the retained goods in an appropriate manner and to insure them at his own expense against theft, breakage, fire, water and other damage. Any insurance claims shall be assigned to the Seller in the amount of the value of the goods.
- (7) If the goods have been delivered to a foreign country in which the retention of title does not provide the same effect as that provided under German law but in which the retention of other rights in the delivered goods is permitted, then the Seller shall be lawfully entitled to these rights. The Buyer hereby undertakes to co-operate in every manner.

VIII. Warranty

- (1) The glass blocks are produced in accordance with the regulations stated in DIN 18175 and DIN 4243 including applicable standards, whereby this does not constitute a quality in the legal sense. Agreements with regard to requirements exceeding these standards shall be expressly confirmed by the Seller in writing. In the absence of a written special agreement the Seller does not guarantee that the goods delivered by him comply with the legal regulations of foreign countries.
- (2) The Seller does not guarantee that the goods delivered are suitable for the purpose intended by the Buyer. Deviating agreements require that the Buyer informs the Seller of his intention by submitting relevant documentation and that the Seller expressly confirms the suitability of the goods in writing.
- (3) Glass blocks may show variations in colour or form due to production processes and/or material. The Seller does not guarantee that the consignments are of completely uniform colour and form or that they conform exactly with samples and models.
- (4) In the case of a claim based on a formal complaint, the Seller shall repair or replace the defective goods at his own discretion. Replaced goods shall pass into the ownership of the Seller. Should the Seller allow the reasonable additional period of time granted to him by the Buyer to elapse without correction of the defect or should the repair or the replacement delivery fail to take place then the Buyer shall be entitled to rescind the contract or to demand diminution in value. Buyer shall not be entitled to repair/replacement of goods or to withdraw from the contract if goods delivered within Germany show marginal variance or if goods delivered outside of Germany show insignificant variance from agreed characteristics.
- (5) Any other claims for damages against the Seller shall be raised solely in accordance with paragraph IX.
- (6) The Buyer shall check the goods delivered immediately upon receipt. Dynamic inspection of the goods delivered shall be undertaken. Visible defects shall be claimed in writing within a period of 30 days after delivery. Covert defects shall be claimed in writing immediately upon discovery but not later than the period of limitation. In all other cases, the goods shall be deemed to be delivered in good order and condition. Further obligations with

regard to inspection and claims shall remain unaffected. The period of limitation shall amount to 5 (five) years unless otherwise stipulated.

- (7) Warranty claims shall be inadmissible if the Buyer installs or processes the goods after he has, or should have, recognised its defects.
- (8) Goods shall only be returned after prior agreement.
- (9) The Seller shall be entitled to refuse warranty claims as long as the Buyer has not yet made due payment amounting to at least the value of the goods claimed to be defective
- (10) The Buyer shall reimburse the Seller for all costs that may arise due to unjustified claims.
- (11) The aforementioned regulations shall also apply to defects which result from advice or which have arisen within the scope of additional contractual obligations.

IX. Claims for damages

- (1) Claims for damages by the Buyer against the Seller, irrespective of the legal reason on which they are based, shall be limited to instances of intent and gross negligence. Said limitation shall not apply in the case of a contractually stipulated warranty or of procurement risk. Said limitation shall also not apply in case of injury to life, limb or health as well as breach of contractual duties as may be significant to achieve the objectives of the contract as regulated by the German Civil Code.
- (2) The liability of the Seller for all kinds of claims for damages by the Buyer shall be limited in all cases to the amount of the loss which the Seller, due to circumstances expressly communicated by Buyer, could have been anticipated when making the contract (e.g. high risk objectives of the contract).
- (3) The aforementioned regulations do not exclude further claims as regulated by the German Product Liability Act.

X. Moulds, Tools, Sales Documentation

- (1) The Buyer shall bear the costs incurred by the production, acquisition and alteration of special moulds and tools. Seller shall retain ownership of such moulds and tools and all related proprietary rights even if they have been paid for. Said provision does not apply if the Buyer supplies his own moulds and tools for the production and the Seller has not altered them significantly.
- (2) Seller undertakes to use such production moulds and tools received from Buyer solely for execution of the Buyer's order unless Seller alters said production moulds and tools significantly.
- (3) Seller undertakes to retain production moulds and tools for which the Buyer has paid until they are worn out subject to a maximum period of 2 years after the last delivery to the Buyer.

XI. Infringement of Registered Rights

The Buyer guarantees that the production of his order being based on his own specifications, requests or drafts with regard to shape, colour, size and weight, does not infringe any copyrights, industrial rights or other third party rights. If claims are lodged against the Seller for the infringement of such aforementioned rights or for the breaching of competition laws then the Buyer shall reimburse the Seller for all liabilities and costs thereby incurred and to grant the Seller on demand adequate prepayments or securities.

XII. Data recording

The Seller records business relevant personal data of the Buyer in electronic data processing systems.

XIII. Place of Jurisdiction, Applicable Law

- (1) The place of jurisdiction for all legal disputes arising from this contract is Koblenz, Germany. The Seller shall also be entitled to file legal proceedings against the Buyer at the place of jurisdiction of Seller's headquarters.
- (2) This contract shall be governed by German Law.

XIV. Partial Invalidity

Should any individual provision of these General Conditions of Sale and Delivery become void or invalid then the validity of the remaining provisions hereof shall in no way be affected. The void or invalid provision shall be replaced by such valid provisions which most closely matches the intended commercial objective of the void or invalid provision.

While due care has been exercised to retain the legal sense and wording of the German original in the English translation of the present contract, the Contract Partners agree herewith that the German original alone shall be legally valid.