

GENERAL SALES CONDITIONS – Version 01-2013

1) INTRODUCTION

COENERGIA S.R.L., with head office in Bondeno di Gonzaga (MN), Strada Pavesa, 13, sells photovoltaic material at the general sales conditions stated below.

These general conditions also apply to any modifications requested by the proponent-purchaser, even verbally, following the signing of the proposal on the back.

These general conditions annul all other and/or contrary clauses, whether printed or handwritten, found in the orders, requests, correspondence and nonetheless, in any other writings by the proponent-purchaser. Signing these general conditions implies that these have been accepted by the proponent-purchaser, without reservations. These general conditions have been drawn up in English, which is understood as being the official language, and the proponent-purchaser states he has read them in full and understands them.

2) PROPOSAL

The contractual proposal of the proponent-purchaser, signed on the back, is valid and effective, in compliance with art. 1326 of the Italian civil code, and the proponent-purchaser does not require the express acceptance prior to execution, in compliance with art. 1327 of the Italian civil code.

3) ACCEPTANCE OF THE PROPOSAL –FINALISATION OF THE CONTRACT

The sales contract will be deemed to have been finalised, in accordance with art. 1327 of the Italian civil code, without the express acceptance prior to execution, at the time and in the place in which "Coenergia S.r.l." will receive the proposed contract signed, i.e. at its head office. Any modifications to the aforementioned proposal will be examined only if notified by the proponent-purchaser by means of a registered letter with return receipt, within the obligatory time of 8 days from the date shown on the back. The possible revocation of the aforementioned proposal must be notified by the proponent-purchaser by means of a registered letter with return receipt, within the obligatory time of 8 days from the date shown on the back; in this case "Coenergia S.r.l." will consider any amount paid by the proponent-purchaser as a partial payment, as stated on the back, as a penalty in accordance with art. 1382 of the Italian civil code. In any event, "Coenergia S.r.l." can, at any time, change or annul some articles and/or brand names for reasons of production and/or procurement and/or technical reasons not attributable to the same, notifying the proponent-purchaser.

4) DELIVERY

"Coenergia S.r.l." will deliver the products within the time stated on the back, with delivery understood as being the departure of the goods from the "Coenergia S.r.l." warehouse by means of the collection of the goods by the carrier. Any delay in the collection of goods cannot be claimed by the proponent-purchaser as a reason for the cancellation of the contract or to claim against damages or compensation, as the period of time stated on the back is understood as being an indication only.

"Coenergia S.r.l." will not be held responsible for compliance with the aforementioned time in cases of force major. In any event, in compliance with art. 1510, II paragraph, Italian civil code, "Coenergia S.r.l." will be freed from the commitment to deliver the goods handing over this duty to the carrier. The goods travel at the risk of the proponent-purchaser, excepting when otherwise agreed on between the parties.

5) PAYMENT OF THE PRICE

The price for purchased products must be paid to "Coenergia S.r.l.", with head office in Bondeno di Gonzaga (MN), Strada Pavesa, 33, according to the payment conditions established on the back. Should the solvency of the proponent-purchaser decrease, (for example due to the occurrence of decrees, injunctions, legal action, executive procedures, insolvency, etc.), "Coenergia S.r.l." will have the right to withdraw from the contract. Should the proponent-purchaser delay payments owed and/or should the solvency of the proponent-purchaser diminish, "Coenergia S.r.l." will have the right to withdraw from the contract and/or revoke the payments in instalments, discounts and special terms granted.

6) NON-FULFILMENT BY THE PROPONENT-PURCHASER

Should the price agreed on not be paid, in compliance with the conditions stated on the back, even of only one instalment, the contract will be rightfully terminated in compliance with art. 1456 of the Italian civil code, or "Coenergia S.r.l." can suspend the execution thereof in compliance with art. 1461 of the Italian civil code.

7) DEFECTIVE GOODS

The proponent-purchaser must declare any defective and/or missing goods to "Coenergia S.r.l." in writing by means of a registered letter with return receipt within 8 days from the date of receipt of the same, stating the article code number and the defects and/or missing goods in order to allow this to be verified.

Should "Coenergia S.r.l." acknowledge that the goods are defective, the proponent-purchaser will be authorised in writing to return the defective goods by using a carrier identified by "Coenergia S.r.l."; this return must take place within the obligatory time of 10 days from the said authorisation; thereafter, the proponent-purchaser will receive a credit note. Should "Coenergia S.r.l." acknowledge that there are goods missing the proponent-purchaser will receive a credit note.

No returns will be permitted and no missing goods acknowledged without compliance with this procedure, therefore, any goods purchased are to be understood as being received by the proponent-purchaser without defects and in the quantity stated in the transport document.

8) APPLICABLE LAW AND COURT OF LAW

The contract is governed exclusively by Italian law, as stated in art. 57 Law of 31.5.1995, n. 218, and art. 3 Rome Convention of 19.6.1980, and art. 3 EC Regulation n. 593/2008 of 17.6.2008. Any dispute, barring none, concerning the interpretation and the execution of the contract, will be submitted for judgement by the Court of Mantova, which will have sole jurisdiction on the matter.

9) HANDLING OF PERSONAL DATA

The proponent-purchaser agrees to the handling of personal data, whether confidential or not, only in relation to the contractual obligations and legal requirements; the said data will be notified and circulated only in order to fulfil the said obligations.

(place and date)

(signature and stamp of the proponent-purchaser)

The proponent-purchaser, in compliance with art. 1341 of the Italian civil code, specifically and completely approves the clauses stated in the points indicated below and by signing shows he has read and understood the same: 1) introduction; 2) proposal; 3) acceptance of the proposal – finalization of the contract; 4) delivery; 6) non-fulfilment by the proponent-purchaser; 7) defective goods; 8) applicable law and court of law.

(place and date)

(signature and stamp of the proponent-purchaser)