

GENERAL TERMS AND CONDITIONS OF SALE DEGER CANADA INC.

These Terms and Conditions of Sale ("GTC") govern the sale of all products and services ("Goods") by DEGER Canada Inc. ("Seller") to a purchaser of Seller's Goods ("Buyer"). All transactions between Seller and Buyer are subject to these GTC, which shall take precedence over the terms and conditions contained in Buyer's order or in any other form issued by Buyer, whether or not such form has been acknowledged or accepted by Seller. Buyer shall be deemed to have full knowledge of these GTC and Buyer's placement of a purchase order for Goods shall constitute Buyer's acceptance of these GTC. No waiver, alteration or modification of these GTC shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.

1. Quotations / Order Confirmation / Prices

- 1.1 Unless otherwise stated, Seller's quotations shall be null and void unless accepted by Buyer within fourteen (14) days from the date of quotation.
- 1.2 An acceptance and official confirmation of Buyer's order (in the form of Seller's issued sales order) shall constitute the complete agreement, subject to the terms and conditions of sale set forth herein, and shall supersede all previous quotations, orders or agreements.
- 1.3 Prices are in Canadian Dollar currency. Prices are quoted ex works and (unless otherwise specifically set out in Seller's order confirmation) do not include transport, packaging, postage, freight, insurance, customs duties, and GST/HST or taxes of any other kind. Additional costs resulting from special requests of Buyer, such as costs for extended standing times, special transport, increased customs clearance and similar costs, shall be borne by Buyer.
- 1.4 Prices for undelivered Goods may be increased without notice to Buyer in the event of any increase in Seller's cost, change in market conditions or any other causes beyond Seller's reasonable control.

2. Description of Goods

- 2.1 If Goods that are the subject of an order by Buyer are stated to be subject to further technical development, Seller is entitled to make deliveries in accordance with the most recent manufacturer's data sheet. Buyer must advise Seller in writing if Buyer is interested solely in the ordered model and that any deviation from this model will not be accepted.
- 2.2 Technical and design deviations from descriptions and information in brochures and written documents, as well as changes to performance, design and material in line with technical progress shall be reserved solely to Seller; Buyer may not derive any rights in this regard. Information regarding the condition of Seller's products (technical data, measurements, etc.) is merely approximate and is not indicative of a guaranteed configuration unless Seller expressly guarantees such in writing.
- 2.3 Samples of Goods sold by Seller are intended to be test samples only and are not warranted or guaranteed by Seller unless specifically confirmed by Seller in writing.

3. Payment

- 3.1 Payment terms will be stated in Seller's order confirmation. If no payment terms are provided for in the order confirmation, payment is required in full prior to shipment.
- 3.2 Payment by bank transfer shall be deemed to have been effected on the date upon which the amount paid is credited to Seller's bank account.
- 3.3 Buyer shall pay all amounts when due in full without any deduction or withholding except as required by law and shall not be entitled to assert any credit, setoff, deduction, or counterclaim against Seller in order to justify withholding payment of any such amount in whole or in part. Without limiting any other rights or remedies that may be available to it, Seller may set off any amount owing to it by Buyer against any amount payable by Seller to Buyer.

- 3.4 Overdue accounts are subject to interest charges at the rate of eighteen per cent (18%) per annum, but in no event shall such rate exceed the maximum rate permitted by law. Buyer is liable for all costs and expenses (including legal fees) that Seller may incur for collection of overdue accounts and damages suffered with respect thereto. In the event of legal proceedings, all court and other costs may be added to the principal owing, and interest may be compounded until date of judgment at the statutory rate.
- 3.5 If, in its sole discretion, Seller believes Buyer's ability to meet its payment obligations may become impaired or threatened, or if Buyer fails to comply with payment terms, Seller may require advance payment, and/or may suspend delivery or cancel any existing order or remaining balance thereof, without prejudice to any of its other rights and recourses. In the event of the cancellation of an order, all outstanding debts of Buyer will become due with immediate effect.
- 3.6 Seller may apply any payment it receives from Buyer against any obligation owing to it by Buyer, regardless of any statements appearing thereon or with respect thereto, which will not discharge Buyer from any amounts Buyer owes.

4. Title / Security Interest

- 4.1 If any part of the purchase price for the Goods is to be paid at any future time or is to be paid in instalments, Seller shall retain ownership right and title in and over the Goods, and the Buyer hereby grants Seller a security interest in the Goods, until such time as full payment of the Goods has been made by Buyer.
- 4.2 Buyer agrees to do all things and to execute and deliver any and all documents necessary (in Seller's sole discretion) for the creation, preservation, enforcement and protection of such security interest over the Goods. Buyer hereby appoints Seller as its attorney to execute any documents or other instruments necessary to perfect and enforce its security interest.
- 4.3 In the event of non-payment by Buyer of any part of the purchase price or non-payment of any instalment due to Seller, Seller shall have all rights and remedies under the applicable personal property security legislation.
- 4.4 In the event of retention of title or security interest in and over the Goods, and if such Goods are assembled with or integrated into parts over which Seller has no right or title, Seller will acquire joint ownership over the new product in proportion to the value of the Goods and its right to retention or rights as secured party will extend to such new product.
- 4.5 In the event of resale by Buyer of the Goods or of the new product into which the Goods were assembled or integrated into, Seller shall retain, and Buyer hereby assigns and grants to Seller, a continuing security interest in all debts, proceeds, accounts, and claims which may be owned by Buyer or due or owing to Buyer by any third party purchaser, and also all documents relating to the Goods or their proceeds, up to the amount of Buyer's outstanding payments, including interest and expenses. Buyer agrees to do all things and to execute all documents necessary to protect such security interest. The Buyer hereby appoints Seller as its attorney for the purpose of executing any documents or other instruments necessary to perfect and enforce its continuing security interest.



- 4.6 As long as Buyer complies with payment terms, Buyer is entitled to collect all amounts owing to it, and use such amounts to fulfill its payment obligations toward Seller. All moneys collected or received by Buyer in respect of such claims shall be received as trustee for Seller, and shall be forthwith paid over to Seller in fulfilment of its payment obligations towards Seller. Buyer is entitled to collect such amounts until notice to the contrary, subsequent to which Seller may collect all amounts due directly. Any expenses, including legal fees, incurred by Seller in collecting same may be added to the indebtedness of the Buyer.
- 4.7 Buyer shall inform Seller without delay of any seizure, notice, proceeding, action, claim or other occurrence that may adversely affect Seller's right, title or ability to enforce its rights or its security interest hereunder.
- 4.8 If Buyer breaches its obligations (including, without limitation, fails to perform its payment obligations), Seller shall be entitled to terminate its contractual obligations and/or take back any Goods previously delivered to Buyer. Seller shall also be entitled to so terminate and recover previously delivered Goods if: (a) Buyer fails to comply with essential contractual obligations, (b) a material diminishment of Buyer's assets or property occurs, or any attachment or execution is levied against Buyer or any of its assets, or any bankruptcy or insolvency proceedings are instituted by or against Buyer or its assets, or Buyer makes any assignment for the benefit of creditors.

5. Delivery / Transfer of Risk

- 5.1 Unless otherwise agreed upon in writing, all sales are FCA (Incoterms 2010) and delivery will be deemed complete and all risk of loss, destruction and damage to Goods will pass to Buyer upon delivery of Goods to carrier at Seller's delivering facility. If requested by Buyer, Seller will arrange for transportation and insurance of Goods at Buyer's cost. Buyer shall reimburse Seller for all transportation and insurance costs prepaid by Seller. Buyer is solely and entirely responsible for all insurance costs and risks associated with the transport of the Goods, including loading of Goods onto carrier. In the event of any loss, destruction or damage, Buyer's claim shall be against carrier only and any such loss, destruction or damage shall not relieve Buyer of its obligations under this agreement.
- 5.2 In no case shall carrier be deemed as Seller's agent, notwithstanding Seller's prepayment of transportation costs, and Buyer undertakes to fulfill all obligations to carrier, financial or otherwise, in relation to the acceptance and transport of the Goods. Buyer shall indemnify, defend and hold Seller harmless in the event any claim, action, proceeding, charge, damage or expense is brought against Seller by any carrier.
- 5.3 Buyer shall, at its own cost and expense, keep all Goods fully insured against loss or damage until all sums owing to Seller have been fully paid, with each insurance policy issued naming Seller as an insured with loss payable to Seller. Buyer will assign and deliver such insurance policy to Seller as security.
- 5.4 Lead-times and delivery dates must be agreed in writing. Leadtimes and delivery dates indicated by Seller are estimates only unless they are expressly noted as binding. Fixed delivery dates must be expressly agreed to as such. Timely delivery by Seller shall be contingent on the clarification of all business-related and technical issues between Buyer and Seller and upon Buyer having complied with all of its obligations, such as the provision of all required permits, documents, approvals and payments. Seller is not liable for delays in delivery or for failure to perform due to causes beyond Seller's reasonable control. In the event of such delay. Seller shall use its best efforts to extend the date of delivery for a period equal to the time lost. If due to force majeure, Seller may, at its option, extend delivery time or cancel order in whole or in part. Delay in delivery of one order shall not entitle Buyer to cancel another order. In no event shall Seller be liable for any incidental, special or consequential damages or

- any loss of profit resulting from failure or delay in delivery, even if it has been advised as to the possibility of same.
- 5.5 In the event that delivery is delayed due to fault of Buyer, for any reason, including, without limitation, (i) not providing Seller with necessary information or documentation, (ii) not fulfilling payment obligations, or (iii) not accepting Seller's delivery, Seller may, in its sole discretion, extend date of delivery or cancel order, in which case Buyer will not be released of its obligations and will be remain liable for all costs incurred due to such delay, including but not limited to storage costs.
- 5.6 Seller shall be deemed to have complied with its delivery obligation if the Goods have left the plant by the stipulated delivery date or Seller has provided notification that the Goods are ready for shipment.
- 5.7 If Buyer does not accept the Goods within two (2) weeks following the calendar week in which acceptance is to take place as per the delivery schedule, or following the agreed delivery date, Seller shall be entitled to deliver the Goods to Buyer and to invoice Buyer for all additional costs incurred by Seller (including, without limitation, storage costs) as a result of Buyer's failure to accept the Goods within the specified time.
- 5.8 Seller reserves the right to make partial shipments and to submit invoices for partial shipments.

6. Inspection and Acceptance

- 6.1 Buyer shall perform whatever inspection or tests Buyer deems necessary as promptly as possible, but no later than ten (10) days following delivery, after which time Buyer will be deemed to have irrevocably accepted the Goods in their condition received unless Seller has received written notice to the contrary in that time period.
- 6.2 The foregoing shall also apply to all data, information and documentation Seller may send to Buyer either with the Goods, or from time to time, such as, without limitation, any plans, certificates, part lists and bills of quantity.
- 6.3 Any discrepancy in quantity of Goods ordered and delivered must be reported to Seller within ten (10) days of receipt of the Goods. Buyer may return any surplus at Seller's expense or may elect to keep such subject to price adjustment. Returned Goods must be in their original condition and packaging.

7. Changes and Cancellation

Orders accepted by Seller are not subject to changes or cancellation by Buyer except with Seller's written consent. In such cases where Seller authorize changes or cancellation, Buyer agrees that Seller may charge Buyer an amount equal to five per cent (5%) of the total purchase price as liquidated damages, being a reasonable pre-estimate by the parties of Seller's minimum costs, together with Seller's reasonable costs based upon expenses already incurred and commitments made by Seller, including, without limitation, material or Goods ordered, usual overhead and reasonable profit and cancellation charges from Seller's suppliers.

8. Returned Goods

No Goods may be returned to Seller without its prior written permission. Seller reserves the right to decline all returns or to accept them subject to a handling/restocking charge of ten per cent (10%) of the total purchase price. Even after Seller has authorized the return of Goods for credit, Seller reserves the right to adjust the amount of any credit given to Buyer on return of the Goods based on the condition of the Goods on arrival in Seller's warehouse. Credit for returned Goods will be issued to Buyer only where such goods are returned by Buyer and not by any subsequent owner of the Goods. Goods will be considered for return only if they are in their original condition and packaging.



9. Limited Warranty and Limitation of Liability

- 9.1 Goods shall be regarded as conforming to Seller's obligations if they are capable of being used or are in a condition usual for use as intended or expected considering the nature of such goods. Samples, depictions in leaflets or brochures, or information contained in other advertising material are to be regarded as rough guidelines and shall not be binding. The information contained in the current version of the product data sheet that belongs to the delivered Goods shall conclusively define the specifications and properties of those Goods.
- 9.2 The warranty period applicable to Goods ('Warranty Period") shall begin on the date of delivery from Seller's delivery facility or factory and shall run for the following period, as applicable: (a) twelve (12) months for spare parts; (b) twenty-four (24) months for tracking systems; and (c) twenty (20) years against rust-through of the entire steel construction of tracking systems. With respect to any replacement or repaired parts provided by Seller pursuant to this Section 9, the Warranty Period shall be the original Warranty Period applicable to the Goods that were the subject of such replacement or repair.
- 9.3 During the Warranty Period, Seller warrants that the Goods will be free from defects in materials and workmanship and will substantially conform to any Seller specifications referenced in Seller's order confirmation, subject to the terms and limitations set out in this limited warranty.
- 9.4 All warranty claims must be submitted in writing to Seller within the applicable Warranty Period according to the following procedures.
 - (a) Upon learning of a defect that may be subject to warranty coverage, Buyer must immediately send a fault report (form included in the assembly instructions) by e-mail to: service@DEGERenergie.com, stating the system and/or the part serial number.
 - (b) The defective Goods, together with a copy of the fault report, must be sent to Seller's facility for examination by Seller. All defective Goods must be shipped to Seller in their original packaging or in packaging of the same quality, with shipping costs prepaid by Buyer. Freight-collect deliveries will not be accepted.
 - (c) In order to qualify for warranty coverage: (i) the type plate and the serial number of returned defective Goods must be completely legible, (ii) Goods cannot have been altered from their original condition at delivery, and (iii) there cannot have been any mechanical or physical damage (eg. cut cables, damaged terminals, etc.) to the Goods.
 - (d) Buyer may request advance delivery of part(s) intended to replace allegedly defective Goods. The decision to provide such advance delivery shall be at Seller's sole discretion and subject to Buyer's compliance with these terms. If Seller provides Buyer with replacement part(s) in advance, Buyer must return all defective parts to Seller within thirty (30) days of receiving the replacement part(s). If Buyer fails to return the defective part to Seller within this thirty (30) day period, Seller shall be invoiced and liable for payment of the full cost of the replacement part(s) delivered to Buyer.
- 9.5 Seller will examine all defective Goods received from Buyer in accordance with this Section 9 in order to determine if such Goods qualify for warranty coverage. The decision as to whether Goods are subject to warranty coverage shall be at Seller's full discretion. If Seller determines that Buyer is entitled to warranty coverage for defective Goods, Seller shall, at its sole option, either replace or repair the Goods. Such remedy shall be Seller's sole liability and Buyer's sole remedy for breach of any warranty set forth in this Section. Buyer agrees to cooperate with Seller in any effort it makes to supply the foregoing remedy and to allow Seller a reasonable period of time to perform the

- selected remedy.
- 9.5 Windguards In order to qualify for warranty coverage, DEGERtracker systems that are standardized with a wind guard are only allowed to be operated in association with a suitable wind guard which brings the solar module area into the horizontal position in the event of a storm. This must be assembled in accordance with the specifications in the assembly instructions. It must be ensured that this wind guard is available and fully functional at all times.
- 9.6 Module Area Seller shall not liable for any damage that arises as a consequence of improper operation of Goods by Buyer, in particular if the module area is dimensioned too generously. The maximum module area that can be installed will be as set out in the module layout plan sent with Seller's order confirmation.
- 9.7 Open area systems / building integration: Seller shall not be liable for any extra costs (eg. use of crane, skylift, etc.) that arise from using higher masts than the standard version or that arise from erecting masts on buildings.
- 9.8 The Warranty Period will be deemed ended, and Seller shall have neither liability nor obligation to provide any remedy in the event:
 - (a) Buyer or a third party performs any repairs or modifications to the Goods without Seller's prior written authorization;
 - (b) Buyer fails to mitigate any damage resulting from a failure of any Goods to conform to this warranty; or
 - (c) Buyer fails to give Seller timely notice of a failure of the Goods to conform to this warranty according to the procedures set out in this warranty or fails to give Seller the opportunity to remedy any breach of warranty.
- 9.9 The warranties set forth in this Section 9 do not cover any condition(s) or defect(s): (i) that cannot be proved to have its/their origin in defective materials or workmanship; or (ii) that arise(s) or result(s) from:
 - failure to assemble, install or operate the Goods in strict conformity with the assembly instructions and operating manual provided by Seller,
 - the module area being too large in derogation from Seller's approved module layout plan (depending on the installation location, installation height, etc.),
 - misuse or use of Goods for unintended purposes,
 - unauthorized repair or modification of Goods and/or use of third party parts, components (eg. mounting profile) or materials,
 - improper maintenance or repair, neglect, excessive loading, influence of chemical or electrolytic action, interference with other products, systems or services,
 - normal wear and tear, electric overload, environmental pollution, electromagnetic disturbances,
 - acts of God or force majeure, including lightning strikes, power surge, severe storm, fire, flood, etc.).
- 9.10 THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR COMMON LAW, THAT SELLER GIVES IN CONNECTION WITH THE GOODS. SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS. NO COURSE OF DEALING AND NO PRODUCT DESCRIPTION SHALL BE DEEMED A WARRANTY OF ANY GOODS DELIVERABLE BY SELLER.
- 9.11 The warranty rights and remedies set forth herein apply only to claims made by the Buyer and cannot be assigned to any third party without the prior written approval of Seller.



9.12 BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO. AND SELLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND / OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE GOODS GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS. SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY GOODS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER GOODS.

10. Compliance

- 10.1 Buyer will comply with all applicable and current import and export rules and regulations of the countries from which the Goods originate, transit and arrive and shall take all steps to keep itself advised of any changes to all such rules and regulations. Seller shall not be responsible to notify Buyer of any changes to any such rules and regulations which may affect the transport of Goods. Buyer shall be responsible to procure and furnish any and all documentation, permits, approvals and/or licenses required for the international transit of the Goods.
- 10.2 The Goods have been designated to remain in the delivery country that has been agreed with Buyer. Buyer may not export deliveries of Goods that are subject to embargo provisions. In particular, Goods are subject to German, European, and American export controls and embargo provisions. It is Buyer's responsibility to obtain information regarding the relevant export and/or import provisions or restrictions, and to obtain the corresponding approvals where necessary.
- 10.3 Seller does not guarantee compliance with any federal, provincial or municipal fire, building, health, or other safety codes. Buyer shall satisfy itself that the Goods comply with any regulations as to safety, packaging, marking, etc.

11. Product Liability

- 11.1 Buyer expressly acknowledges that the nature of Goods is known to it, including any potential danger or risk associated with Goods. Buyer acknowledges that the information, warnings and notices given with respect to Goods are sufficient to fully understand such danger and risks and undertakes to forward such information upon resale of Goods and products into which Goods are assembled with or integrated into. Buyer undertakes to impose the same obligation on its buyers in order to ensure such information is transmitted down the contractual chain.
- 11.2 Failure to comply with the above obligation shall entail full and complete liability unto Buyer for all losses and damages that may arise from such failure, whether directly or indirectly, and notwithstanding nature of loss or damage and notwithstanding identity or relation, or lack thereof with claimant. Buyer shall defend, indemnify and hold Seller harmless of all claims, actions and legal proceedings that may be introduced against Seller due to such failure, and for all losses and damages that it may suffer as a consequence thereof.

12. Confidentiality / Intellectual Property

- 12.1 Buyer shall keep confidential any information and document that Seller has indicated to be of confidential nature and will not directly or indirectly disclose such to any third party or use it for its own benefit and shall not cause nor permit disclosure thereof in any form without Seller's prior written consent. Buyer agrees to use reasonable care and its best efforts to protect such confidential information.
- 12.2 Seller reserves all rights, in particular ownership rights and copyrights, to all offer and contract documents, particularly drafts, drawings, illustrations, etc, (including those in electronic form), as well as all samples, models and prototypes. Buyer shall not provide or disclose such documents to third parties without Seller's prior written consent. Buyer shall return all such documents to Seller promptly on Seller's request.

13. Force Majeure

Seller shall not be responsible or liable for any delay or failure to perform its obligations arising from causes beyond Seller's reasonable control, including, without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes, or the failure of suppliers to meet their delivery promises. The acceptance of delivery of the Goods by Buyer shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

14. Non-Waiver

No failure on Seller's part to strictly enforce any of these terms and conditions or any of its rights shall be construed as a waiver of such term, condition or right and Seller's acceptance of an order shall not be deemed an acceptance of any terms and conditions that may be contained therein.

15. Severability

In the event that any provision of these terms and conditions or any part thereof should be held to be invalid, illegal or unenforceable, the remainder of these terms and conditions shall remain valid and enforceable.

16. Assignment

The contract for the purchase and sale of Goods of which these GTC form part, and Buyer's obligations thereunder, may not be assigned by Buyer without Seller's prior written consent.

17. Applicable Law and Jurisdiction

These GTC are governed by the laws of the Province of Ontario and the federal laws applicable therein (save and except to the extent that local provincial laws governing security interests and rights of repossession may apply to Goods delivered outside of Ontario), without giving effect to conflict of law principles. Any dispute with respect thereto shall be submitted to the courts in the Judicial District of Toronto, Province of Ontario, and the parties submit to the jurisdiction of the courts in that judicial district as the exclusive venue for the adjudication of any and all disputes hereunder and waive any claim of forum non conviens. If any dispute falls under the jurisdiction of the Federal Court of Canada, then the parties agree to submit the dispute to the exclusive jurisdiction of the Federal Court sitting in the judicial district of Toronto, Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.



17. Notices

All notices hereunder must be given to Seller in writing at its principal place of business for receipt within the time specified herein.

18. Language

Buyer hereby agrees that all terms, forms, contract and other kinds of agreements and documents exchanged or entered into between the Buyer and Seller shall be in the English language only. Les parties aux présentes conviennent expressément que cette convention ainsi que tous les avis et documents s'y rattachant soient rédigés en anglais.

Buyer hereby agrees to these General Terms and Conditions of Sale.

Company: DEGER CANADA INC.

Date: 2015-04-20

Signature:

Name: Hünkar Korkmaz

Title: CEO

I have authority to bind the Buyer.