



## Project Specific Terms of Delivery

Version: August 2013

### 1. General Provisions

(a) The current versions of „General conditions for the supply of products and services of the electrical and electronics industry („GL“) and the “Software clause for the provision of standard software forming an integral part of supplies” of the ZVEI – Zentralverband Elektrotechnik- und Elektronikindustrie (ZVEI) e. V. (central association electrical engineering and electronics industries) apply.

(b) Unless agreed otherwise, the shipment condition “EXW” (ex works) applies according to the Incoterms® 2010.

(c) Local taxes, import duty fees, fees for security checks and transfer costs of the consignor bank and the recipient bank are paid by the customer.

### 2. Information Responsibilities of the Purchaser (Customer)

(a) The purchaser must inform skytron® energy about who is responsible for the organization of the shipment of the ordered material in written form when ordering. This can be a third-party enterprise, e.g. freight forwarder or the purchaser himself. If desired and specifically stated in written form when ordering, skytron® energy will organize the shipment. skytron® energy reserves the right to organize the shipment of the material itself if the written order does not contain sufficient information about the organizer of the shipment.

(b) The purchaser must provide details about the documents required for the export customs entry (export declaration, issuance of documents relevant for customs) on sale to non-EU countries or third party countries. The purchaser promptly hands over all information required to skytron® energy to realize the export customs procedure.

(c) The exact delivery address for each item covered by the order should be provided in written form if skytron® energy has been tasked with the organization of the shipment. If items are to be delivered to a construction site the purchaser should additionally provide the name and telephone number of the on-site contact person as well as the operating hours of the site. In consultation with skytron® energy, this information can be handed in after ordering, however no later than five working days before delivery.

### 3. Information Responsibilities of the Supplier (skytron® energy GmbH)

(a) Shipment organized by skytron® energy to a specific date: Provided that the information has been given according items 2b) and 2c) of these terms and if shipped in due time, the supplier informs the person stated in the order (if no other person has been explicitly named) by email about the shipment of the items one day prior to shipment.

(b) Shipment organized by a third-party enterprise assigned by the purchaser, or directly by the purchaser, e.g. self-pick-up: the supplier informs the person stated in the order about the completion (if no other person has been explicitly named) by email no later than three days prior to completion of the material ordered.

(c) skytron® energy is obliged to inform the purchaser about the completion of the material ordered in any case, whether ahead of the deadline stated in the order or foreseeably delayed.

#### **4. Export Control and Binding Contract Clause**

(a) The purchaser (customer) accepts that the goods delivered may be subject to the German and European rules and regulations on export control. The goods must not be exported, placed, leased, transferred or used in any way other than the purpose agreed upon, without prior export or re-export permission from the authority in charge.

(b) The purchaser is obliged to conform to such regulations. The purchaser notes that these regulations may change and as such are applicable to the contract (offer, order confirmation) wording.

(c) The use and application of the goods delivered must not be related, directly or indirectly, to the design, manufacture, use or storage of chemical, biological or nuclear weapons or carrier systems.

(d) The purchaser of the goods covered by the agreement is obliged to conform to the following regulations in case that the goods covered by the agreement are resold: German AWG (German foreign trade and payment law), German AWV (German foreign trade regulations), EU Dual Use Regulation, and US Export Administration Regulations. The purchaser of the goods covered by the agreement is further obliged to transfer these obligations on to his customers.

#### **5. Provision Clause**

The conditions of the agreement are valid under the proviso that the required export permissions are granted and no barriers from export or placement of regulations stand against skytron<sup>®</sup> energy as exporter/transporter, or for any of our suppliers, which conflict with the regulations.

#### **6. Temporary Storage and Storage Periods**

(a) The ordered items will be stored by the supplier temporarily without passing on costs according to the confirmation of order (see date of delivery). The delivery date is always the end of the calendar week (German system) as long as no specific delivery day has been stated.

(b) In the case of exported deliveries which have not been organized by skytron<sup>®</sup> energy, the purchaser is granted one week storage time for the completed items ordered at no charge in order to settle shipment and customs matters.

#### **7. Breaches and Omissions**

(a) skytron<sup>®</sup> energy is not responsible for any delay and the resulting storage of the items if the purchaser violates the terms of items (2) and (4) of these conditions.

(b) skytron<sup>®</sup> energy is not obliged to gather the information stated in item (2) of these terms from the purchaser. All such efforts taken by skytron<sup>®</sup> energy are entirely voluntary.

(c) Violated regulations in item (3) of these terms (failing information requirements) must be rectified immediately.

#### **8. Charges and Costs**

(a) skytron<sup>®</sup> energy shall bear the costs for the settlement of export customs matters for third party countries.

(b) All shipment costs including express costs, storage costs, costs for repeated deliveries if necessary are charged to the purchaser excluding VAT.

(c) All storage costs and possible transport costs resulting from item (6a) of these terms are charged to the purchaser.