

GENERAL SELLING CONDITIONS

Paying the proforma the customer agrees to accept to the general selling conditions as well as the delivery conditions and payment terms as indicated in the proforma. Our present General Sales Conditions will be generally applied to all customers; We won't accept customers conditions causing direct conflict with our terms, unless they have been expressly agreed in written form. The Spanish version of these General Selling Conditions, is the only one accepted and authorized. Other languages have only practical purpose and do not imply any kind of legal obligation; As it is not part of the contract.

1./ CONTACT AND OFFICE HOURS:

Orders can be placed by telephone calling (+34) 960 045 515 or via email to contact@eurenerworld.com Office hours (Except local/national holidays) from 9:00 to 14:00 and from 15:00 to 18:00 from Monday to Thursday. Friday from 9:00 to 14:00

2./CURRENT PRICES; All prices are given in the currency applied in the proforma. Prices include applicable taxes. The customer accepts the price agreed and also indicated in the proforma.

Price updatings delete and substitute prior prices. Prices are subject to effective product availability.

3./ FORMALIZATION OF THE CONTRACT:

European Energy World SL will be the only owner of the good's sold until receiving the total payment of the pending amount, costs, taxes included and written in the contract/ proforma. If the customer has a delay on his duty with the payment European Energy World SL has the right to retrieve the product.

The embargo of the buying object by European Energy World SL always implies the annulation of the contract and the client shall accept that payments already made will not be returned. After retrieving the goods European Energy World SL is authorized to use them in a way they consider appropriate. The client is responsible for all losses and damages resulting from a premature cancellation of the contract.

This responsibility includes profit losses as well as collateral and consequential damages for European Energy World SL. The customer shall compensate European Energy World SL. European Energy World SL reserves the right to cancel any order

of a client with which there is an existing lawsuit in relation to non-payment of an anterior order or for any other reason related to delayed payment. European Energy World SL is not responsible for possible defects of the equipment or delay of delivery of photovoltaic products that were not produced by European Energy World SL; like inverters, mounting systems or monitoring systems. By payment or down payment the customer agrees to the approximate delivery dates and payment conditions indicated on the proforma. The proforma will be valid for a limited period (indicated in the proforma). In case of not receiving the prepayment agreed within the indicated days, European Energy World SL has the right to cancel all conditions and terms that had been previously agreed and offer the reserved products to other customers. Any change in payment conditions or delivery program that are not written in the proforma need to be rediscussed and agreed between the customer and European Energy World SL and accepted in written form. In case of a delivery delay on raw materials that are caused by the provider, the client accepts and gives the necessary time according to the circumstances. If European Energy World SL doesn't meet the new delivery date the client has the right to cancel the contract.

4./ PAYMENT CONDITIONS:

All invoices have to be balanced completely at the due date mentioned on the proforma, Otherwise the customer is in debt from the day after this due date. From this day on, European Energy World SL reserves the right to receive default interest in the amount of 8 percentage points added to the Key ECB Interest Rate. Any other method of payment not agreed in the proforma will not be accepted. The customer shall be responsible for the payment of all costs related to issuing payments and the documents related to it. If after closing the contract, the customer turns out not having enough financial capacity to meet his financial obligations and as a result, our demand for payment is at risk of not to be balanced (from our financial dptm consideration), European Energy World SL will have the right to refuse the planned delivery with the aim of accelerate the pending payment, as well as to cancel any contract with the same customer if he can't offer guarantees. Guarantees valid to our criteria, and proposed during the follosing 10 natural days fixed by us. This condition will be also valid in case the customer doesn't meet his payment conditions. As soon as the order has been confirmed through the down payment, and the client does not pay the remaining amount in time, or the customer would like to cancel the order or partially cancel the order, the order will be cancelled and

European Energy World SL will dispose the goods mentioned in the order.

5./ LOGISTICS / RESPONSABILITIES;

European Energy World SL will confirm the exact date of the delivery after receiving the payment of the total amount in the bank account. Everything related to transport, insurance of the goods, damage on the goods, customs, customs duties, other fees and charges regarding the delivery is under responsibility of the client. The module's production warranty do not cover the transport, loading and unloading of the pallets/modules and manipulation of goods from truck to truck. European Energy World SL offers as an extra service to contact directly the transport companies in order to facilitate to contract them and sending the goods. European Energy World SL is not responsible for transport delay, as the result of the negotiations between the client and the transport company, or once the product has been loaded to the forwarding company. In case of not collecting the products on the agreed deadline or if the customer refuses to cooperate organizing the loading, European Energy World SL has the right to claim compensation for any loss of profits it has suffered. European Energy World SL has the right to dispose over the product that was not picked up on time and to offer it to other clients. European Energy World SL reserves the right to more claims if it assesses it necessary. All products will be delivered in Ex Works conditions (placed in European Energy World SL logistic facilities) Separately European Energy World SL also offers to contract and send the goods to the final destination choosen by the customer. The risk of accidental loss, theft or accidental damage of the product passes to the client after being declared ready for transport.

This is also valid on the case that European Energy World SL is in charge of the delivery of the product. The client agrees to pick up the products without delay after receiving the message that goods are ready for transport. In case of not meeting this condition European Energy World SL reserves the right to send or alternatively store the goods at the client's expense or sell the products to other customers.

6./ RETURN/ REPAIR/WARRANTIES/ VICE'S RESPONSIBILITY;

The customer has the responsibility over the product since the moment of purchasing, he is responsible to take care and have a valid insurance, for the value of the goods, in case of damage by fire, inundation, defects in the packing and theft. The customer must inspect the goods without delay after having the property

of the goods. Claims must be submitted between 12 days after customer ownership; RMA will be issued indicating the reason of the claim in order to proceed for replacement. In case the customer, for whatever reason, has to return the goods to European Energy World SL, cannot be done without receiving RMA (return number). Without this number the logistic department / European Energy World SL warehouse will not accept the goods sent by customer's transport company. After this period, any RMA indicating defects as manufacturing errors will not be accepted. If the client doesn't notice defects or vices in this period he won't have the right to place any claim with regards the defects in question. The equipment must be returned with all components, manuals and original packaging in original state. As soon as the customer has received the RMA number he must return the goods on the next 3 working days. For each RMA a reception period of time of 10 days is fixed. After those the RMA expires. Each sending has to be certified by a copy of Delivery Note/CMR from the transport company. The transport costs of each RMA will be assumed by the customer for both ways. European Energy World SL does not accept consignment cash on delivery.

7./ JURISDICTION/ APPLICABLE LEGISLATION/ PRIVACY;

The sales of European Energy World SL products are subject to Spanish law. If there is no friendly arrangement any legal action related to interpretation, execution or cancellation of a contract between European Energy World SL and the customer, even in the case of several defendants will be under exclusive competency of the court of Valencia, Spain.

Any dispute or cancelation of the present general terms and conditions are as well to be submitted to the jurisdiction of the court of Valencia, Spain, considering that the court fees fall to the account of the party found guilty. European Energy World SL reserves the right to revoke the present General Sales Conditions, totally or partially, without previous advice. According to the Spanish Data Protection Act (15/1999) we notify you that your data are part of a file that is property of European Energy World SL, the intended purpose of which is to develop our commercial activity or provide you with the information required. You have the right of access, correction and cancelation of your data. For this purpose please contact our office with the necessary documentation: European Energy World SL Avda. Marqués de Sotelo N1 P4, València/Valencia.