

These General Conditions (as defined below) shall be applied in the transaction of sale and purchase of photovoltaic modules contemplated by the Parties together with either the Special Conditions (as defined below) or Quotation (as defined below), as the case may be. In the event of discrepancies between the General Conditions and Special Conditions or Quotation (whichever of these two is applicable in the respective transaction), respectively the Special Conditions or Quotation shall always prevail.

1. DEFINITIONS AND INTERPRETATION

1.1. The following words and expressions shall have the meanings respectively assigned hereunder:

“Acceptance Criteria” means the quality criteria of the Goods, namely geometrical and visual criteria enclosed to these General Conditions as Annex No 2, based on the compliance of the Goods with the quality requirements under this Contract is assessed.

“Advance Payment” means the instalment of the Price, which definite amount is given in the Business Terms, and which is payable in advance by the Buyer for the purpose of securing the proper performance of its obligations under the Contract. Upon full discharge of the Balance Payment, it shall be automatically settled with the respective instalment of the Price.

“Balance Payment” means the outstanding amount of the Price, payable in accordance with the terms and conditions set out in the Business Terms.

“Buyer” means natural or legal person, whose personal data is given in the Business Terms, entering into this Contract by way of accepting the Quotation delivered by the Seller or by way of signing the Special Conditions with the Seller;

“Business Day” means a business day (Monday to Friday) which is neither national nor public holiday both in Germany and Lithuania;

“Business Terms” means a definition used in these General Conditions for the ease of reference when it is not practical to mark whether the Goods’ sale and purchase transaction is entered into using the Special Conditions or the Quotation, and respectively the definition covers each of these documents as applicable in the respective transaction.

“Contract” means this Sale and Purchase Contract composed of the respective Business Terms, these General Conditions which are included by way of reference and all the Annexes, schedules, supplements and amendments hereto that can be entered into from time to time, signed and enclosed or incorporated by reference thereto, as the case may be;

“Delivery” means the physical transfer of the Goods to the Buyer following which the risk of accidental loss or damage to the Goods passes from the Seller to the Buyer;

“Delivery Period” means the date agreed in the Business Terms as the due date for the Seller to issue the Notice of Readiness.

“Goods” means the goods specified in the Business Terms which are the object of the transaction contemplated under this Contract.

“Force Majeure” means circumstances beyond the Party’s reasonable control which make performance of the Contract impossible or commercially impractical and/or too damaging, including, but not limited to, war, emergency, accident, fire, earthquake, flood, storm, industrial strike or other impediments which the affected Party proves were beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of entering into this Contract or to have avoided or overcome it or its consequences. For the avoidance of doubts, lack of funds for discharging the Price, including when it falls due, may in no case be considered as a *Force Majeure* circumstance.

“General Conditions” means these General Terms and Conditions of the Contract, included in the Contract by reference.

“Notice of Readiness” means the notice issued by the Seller to the Buyer via e-mail or fax provided in the Special Conditions, whereby the Seller’s readiness to complete Delivery is being certified and discharge of Balance Payment requested.

“Party” means individually either the Buyer, or the Seller.

“Parties” means the Buyer and the Seller collectively.

“Price” means the total amount of funds assumed by the Buyer to be paid for the Seller for transfer of the Goods under the Business Terms and in the amount indicated therein.

“Quality Inspection” means the inspection of the Goods performed by the Buyer in order to determine conformity of the Goods with the Acceptance Criteria under the assessment procedures set out in Annex No 2 enclosed these General Conditions.

“Quotation” means an offer provided by the Seller to the Buyer with respect to sale and purchase of the Goods, which if accepted by the Buyer constitutes the Contract entered between the Parties.

“Seller” means UAB “Via Solis”, a limited liability company incorporated and existing under the laws of the Republic of Lithuania, under the corporate identity code 302430053, with its registered office at Naujoji str. 138G, Alytus city, Alytus city municipality, the Republic of Lithuania, which data is collected and stored with the Register of Legal Entities of the Republic of Lithuania.

“Special Conditions” means the Special Conditions of the Contract, signed by the representatives of the Parties to the Contract.

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“**Technical Specifications**” means the specifications of the Goods as set out in the document enclosed to these General Conditions as Annex No 1.

“**Visual Inspection**” means the inspection of the Goods to be performed during the Delivery and shortly whereupon by the Buyer for the purpose of inspecting the quantity, packaging and visual condition of the Goods.

“**Warranty Terms**” means the limited warranty terms of the warranty to the Goods provided by the Seller to the Buyer and enclosed as Annex No 3 to these General Conditions.

- 1.2. Any reference made in the Business Terms to trade terms (such as EXW, FCA, etc.) is deemed to be made to the relevant term of INCOTERMS 2013, published by International Chamber of Commerce. INCOTERMS 2013 shall be considered as included into this Contract by reference.

2. SUBJECT MATTER

- 2.1. The subject matter of this Contract is particularly the obligation of the Seller to deliver the Goods, which comply with the terms and conditions set out in this Contract, and transfer the title thereto to the Buyer under the terms and conditions of this Contract and respectively the obligation of the Buyer to accept from the Seller the Goods delivered which comply with the terms and conditions set out in this Contract and settle the full Price in due and timely manner.

3. THE GOODS

- 3.1. Parties hereby agree that the sole source of information on quality and characteristics of the Goods shall be the Business Terms and the Annexes to these General Conditions, namely, Technical Specifications and Acceptance Criteria enclosed as Annexes hereto.
- 3.2. For the avoidance of doubt, it is explicitly agreed by the Parties that any information relating to the Goods and their use, such as characteristics, weight, dimensions, performance criteria, capacities, warranties, prices, colours and other data contained in catalogues, prospectuses, circulars, internet sites, data bases, advertisements, illustrations price-lists of the Seller and/or affiliated entities, shall not take effect as terms of the Contract unless expressly referred to in the Business Terms.
- 3.3. Unless otherwise agreed, save to the right to use the Goods for their intended purpose, the Buyer does not acquire any property rights in software, designs, drawings and/or any other intellectual or industrial property rights relating to the Goods, which may have been made available to him.
- 3.4. The Goods shall be packed in accordance with the Seller's general business practice so as to ensure that the Goods are not damaged during the transportation, unless otherwise explicitly agreed by the Parties setting it out in the Business Terms.

- 3.5. The Seller shall make available to the Buyer the Installation & Maintenance Manual forthwith upon the request of the Buyer.

4. THE PRICE

- 4.1. Unless otherwise expressly indicated in the Business Terms, the Price is net of any applicable value added tax (“VAT”), custom duties and any other taxes payable by the Buyer under applicable laws with respect to purchase of the Goods hereunder.
- 4.2. Provided that VAT tariff is indicated in the Business Terms, for the avoidance of doubts the Parties hereby confirm their understanding that in the event the value of the tariff is changed during the validity of this Contract when any instalment of the Price is still due, the Seller shall issue the invoices applying the VAT tariff of the respectively amended value disregarding the value of the tariff given in the Business Terms when entering into the Contract.

5. DELAYED PAYMENT

- 5.1. If any of the Party fails to discharge its payment obligations resulting from the Contract when they fall due, the Party in breach shall be obliged to pay the default interest at a rate of 0.05% per day for each day of delay (or such lower rate which is the highest rate permitted by applicable law) calculated on the defaulted amount. It shall be paid together with the payment of the defaulted amount and in any event no later than within 10 (ten) Business days after the aggrieved Party's request is provided. The same shall *mutatis mutandis* apply in the event the Buyer fails to accept the Goods or any part thereof within the Delivery terms agreed under this Contract.
- 5.2. If the Buyer fails to settle the Balance Payment when it falls due, the Seller shall be entitled and will suspend the fulfilment of its obligation to deliver the Goods until the full discharge of the respective amount.
- 5.3. The Seller shall be entitled to terminate the Contract by a written notice having immediate effect if the Buyer is in default of discharging any share of the Balance Price due under the Contract for a period exceeding 1 month and the default is not remedied within 5 Business Days as of notice of default issued by the Seller.
- 5.4. In case of termination of the Contract under Clause 5.3 hereof, without prejudice to any other rights and remedies available to the Seller under applicable law or Contract, the Seller shall be entitled to liquidate damages which amount was pre-agreed with the Buyer when entering into this Contract and fixed at the level of the Advance Payment amount. In such an event the Advance Payment paid by the Buyer shall not be repaid by the Seller upon termination of the Contract and shall be automatically settled with the Buyer's obligation to pay the liquidated damages to the Seller as set out in this Clause.

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6. DELIVERY OF THE GOODS

- 6.1. The Seller undertakes to make the Goods ready for Delivery within the Delivery Period.
- 6.2. Having made the Goods ready for the Delivery the Seller shall notify the Buyer by issuing the Notice of Readiness, wherein the Seller shall request to settle the Balance Payment in full.
- 6.3. The Seller shall implement Delivery in accordance with the terms and conditions set out in the Business Terms and following the INCOTERMS 2013.
- 6.4. The Delivery shall be evidenced by the applicable carriage document, namely, the Bill of Lading, Consignment Note, etc.

7. ACCIDENTAL LOSS AND RETENTION OF TITLE

- 7.1. The Parties hereto agree that the risk of accidental loss or damage to the Goods shall pass from the Seller to the Buyer at the moment when the Goods are taken over by the carrier.
- 7.2. The Goods shall remain the property of the Seller until the Price is settled in full by the Buyer. The title shall automatically pass from the Seller to the Buyer when the final outstanding instalment of the Price is credited to the bank account of the Seller.

8. VISUAL INSPECTIONS

- 8.1. Upon Delivery, the Buyer shall immediately conduct the Visual Inspection of the Goods.
- 8.2. The Buyer shall notify the Seller about any and all visual, physical and other apparent defects of the Goods no later than within 2 (two) calendar days from the date of Delivery.
- 8.3. The Buyer shall have no remedy for any visual, physical and other apparent defects of the Goods, if it fails to notify the Seller thereof within the period stipulated in Clause 8.2 hereof. After the limitation period indicated herein expires without a claim being filed, any further claims for visual, physical and other apparent defects of the Goods shall be excluded.
- 8.4. Any claim of the Buyer on non-conformity of the Goods should provide detailed description of respective defects, reference to respective contractual provision in breach and should be accompanied by pictures of the Goods, as the case may be.
- 8.5. The Goods will be deemed to conform to the Contract despite minor discrepancies, which are usual in business practice, including, but not limited to, minor defect of the packaging, which could not have caused damage to the Goods.

9. QUALITY INSPECTION OF THE GOODS

- 9.1. The Buyer shall perform the Quality Inspection as soon as possible after the Delivery and taking into account the limitation period given below. The Buyer shall notify the Seller in writing of any lack of conformity of the Goods with the Business

Terms and/or Acceptance Criteria within 20 Business Days from the date of Delivery.

- 9.2. The Buyer shall have no remedy for lack of conformity under Clause 9.1 hereof, save to non-conformities, which would fall under the warranty, if he fails to notify the Seller thereof within the period stipulated in Clause 9.1 hereof. After the limitation period indicated herein expires without a claim being filed, any further claims for lack of conformity under Clause 9.1 hereof shall be excluded.
- 9.3. Any claim of the Buyer on non-conformity of the Goods should provide detailed description of respective non-conformity, reference to respective contractual provision in breach and should be accompanied by pictures of the Goods, as the case may be.

10. LIMITED WARRANTY

- 10.1. The Seller warrants to the Buyer that:
 - 10.1.1. the Seller holds the title to the Goods and that the Goods are free from any lease, transfer, mortgage, attachment, litigation or other encumbrance whatsoever;
 - 10.1.2. the Goods meet the quality as provided for in the Warranty Terms, Acceptance Criteria and Technological Specifications.
- 10.2. The Parties agree that with the guarantees for the Goods provided above in Clause **Error! Reference source not found.** a "guarantee for the quality" of the components within the meaning of § 443 BGB or § 639 BGB is not agreed upon and no further rights of the Buyer may result under this Contract.
- 10.3. For the components that are for sale as a commodity that provided by the respective manufacturers product and service warranties apply.
- 10.4. Warranty shall not be applied to any Goods which have been subjected to events, circumstances, effect, change, etc. set out in Exclusions and Limitations section of the Warranty Terms.
- 10.5. In any case the Buyer shall have no remedy for lack of conformity in quality of the Goods if he fails to notify the Seller in writing within the limitation periods set out in this Contract.

11. LACK OF CONFORMITY

- 11.1. Where the Buyer has given due notice of non-conformity in accordance with this Contract to the Seller, the issue shall be investigated and dealt with in accordance with the rules and procedures set out in the Warranty Terms, including but not limited to the expertise procedure indicated therein as dispute resolution.
- 11.2. It is hereby confirmed that the replacement or repair remedy shall be the sole and exclusive remedy available to the Buyer in the event of lack of conformity.

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12. CORPORATE REPRESENTATIONS AND WARRANTIES

12.1. Each Party hereby represents and warrants to the other Party that:

12.1.1. it is a company duly established and existing in accordance with applicable laws;

12.1.2. it and its representative signing this Contract has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Contract; this Contract constitutes valid and legally binding obligations of the respective Party, enforceable against it in accordance with its terms;

12.1.3. it has taken all corporate and legal action required to be taken by such Party to authorize the execution and delivery of this Contract and the performance of its obligations hereunder, including receipt of any necessary corporate, governmental or other authorisation, consent or permit;

12.1.4. neither execution of this Contract, nor compliance with the terms and provisions hereof, conflicts with, or results in a breach or violation of any of the terms, conditions and provisions of (i) any judgement, order, injunction, decree or ruling of any court or governmental or local authority, to which it is subject; or (ii) any contract, licence, commitment or permit to which it is a party; or (iii) any applicable laws, and/or (iv) any material rights of the creditors of the Parties.

12.2. The Parties warrant to each other that the representations and warranties provided herein are true and accurate as on the day of execution of this Contract and will remain such until the final discharge hereof and until that the representations and warranties shall be valid according to their meaning. Further, they warrant to each other that none of them omits or conceals any matter, the omission or concealment of which would make any of such representation or warranty false or misleading in any material respect.

12.3. If any of the above representations and warranties of a Party are not accurate in all material respects on the date hereof and throughout the term of the Contract, then such Party shall be in material breach of this Contract.

12.4. THE WARRANTIES EXPLICITLY PROVIDED IN THE CONTRACT, CLAUSE 10 INCLUDING, ARE THE ONLY WARRANTIES MADE BY SELLER TO THE BUYER. THE SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

13. FORCE MAJEURE

13.1. A Party affected by *Force Majeure* shall not be considered to be in breach of this Contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Contract to the extent that the delay or non-performance is due to any *Force Majeure* of which it has notified the other Party in accordance with Clause 13.2. The time for performance of the respective obligation shall be extended accordingly for the period of impediment, subject to Clauses 13.2 and 13.3.

13.2. If any *Force Majeure* occurs in relation to either Party which affects the performance of any of its obligations under this Contract, it shall notify the other Party within a reasonable time, as to the nature and extent of the circumstances in question and their effect on its ability to perform.

13.3. If the performance by either Party of any of its obligations under this Contract is prevented or delayed by *Force Majeure* for a continuous period in excess of 3 (three) months, the other Party shall be entitled to terminate this Contract by giving written notice to the Party affected by the *Force Majeure*.

14. CONFIDENTIALITY

14.1. The Parties undertake to observe confidentiality in their mutual relations: not to disclose, either in writing, orally or in any other form, to third persons any commercial, business, financial information indicated in this Contract and information that they were given access to in cooperation on the basis of this Contract, save in event if that is required by applicable mandatory laws and to the minimum extent required by the laws.

14.2. The Parties hereto agree that confidential information shall include information concerning:

14.2.1. the terms of the Special Conditions;

14.2.2. know-how, designs or trade secrets of the disclosing party (or of any member of the group of companies to which the disclosing Party belongs); and

14.2.3. any information developed by the Parties in the course of carrying out this Contract, save in events when a written consent from the other party is received in advance.

14.3. For the avoidance of doubt, information, which is at the date of this Contract or any time thereafter becomes publicly known or available to the public other than through the act or omission of the receiving Party in breach of this Contract shall not be deemed to be confidential.

14.4. Parties shall be entitled to disclose confidential information on a need to know bases to its shareholders, participants, members of the managing bodies, employees, representatives, advisers, auditors, bankers, experts and consultants involved, provided that confidentiality of such information is ensured.

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14.5. If the Buyer breaches its obligation to pay the Price, the Seller shall be entitled to disclose this Contract and certain other information of the Buyer, including but not limited to personal data, to debt collection agencies or to present such data for entering into debtor databases.

14.6. For the avoidance of doubt the fact that the Buyer is a client of the Seller shall not be deemed to be confidential information.

14.7. The confidentiality obligations contained herein shall remain in force for a period of 5 (five) years from the date of Delivery.

15. EFFECTIVE PERIOD AND AMENDMENTS OF THE CONTRACT

15.1. The Contract shall come into force when the Special Conditions are signed by both Parties or the Quotation is accepted by the Buyer, as the case may be, and the Buyer discharges the Advance Payment to the Seller. Subject to the provisions hereof, this Contract shall then remain effective until complete discharge of the Parties' mutual obligations.

15.2. Should any provision hereof or application thereof to any Party or any circumstances be deemed invalid in accordance with the applicable laws, the remaining provisions of the Contract shall remain in force and unaffected. The Parties undertake to replace the invalid provision with new, legally valid clause having economic and legal effect as close as possible to the provision to be substituted. The same applies in case of filling of contractual gaps.

15.3. No amendment or annex hereto shall be valid unless made in writing and duly signed by the Parties, save for the annexes enclosed to the General Conditions when entering into the Contract and included by reference. All annexes to the Contract shall form an integral part hereof and are equally binding with the main body of the Contract.

16. DAMAGES

16.1. Damages for a breach of this Contract by one Party shall consist of a sum of actual and evidenced direct loss and shall not exceed the loss which the Party in breach ought to have foreseen at the time of the conclusion of this contract, in the light of the facts and matters which then were known or ought to have been known to it, as a possible consequence of the breach of this contract.

16.2. Except in cases of wilful misconduct or gross negligence when liability is prescribed by the applicable law, the liability of the Seller for compensation for default and damages due to non-performance or improper performance of the Delivery or breach of warranties given in Clause 10.1 shall be limited to a maximum amount of 10% of the price of the Goods that were failed to deliver in due time or at all or which cannot be put to appropriate use or other non-conformity to the quality of Goods or warranty breach is claimed. Claims for damages which exceed the limit

mentioned above shall be excluded in all cases non-performance or improper performance of this Contract by the Seller, even after the additional time set for the Seller has expired.

16.3. Other Buyer's claims for damage, in particular for positive violation of a contractual duty, for violation of duties during the Contract negotiations or for impermissible actions shall be excluded, except in the event of wilful misconduct or gross negligence of the Seller established.

16.4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, AND WHETHER ASSERTED BY THE BUYER OR ANY OTHER THIRD PARTY UNDER CONTRACT, STRICT OR PRODUCT LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE, OR OTHER TORT CLAIMS, OR OTHERWISE: (I) SELLER'S LIABILITY AND OBLIGATION IN ANY WAY RESULTING OR ARISING FROM OR RELATING TO THE GOODS SOLD UNDER THIS CONTRACT SHALL IN NO EVENT EXCEED THE AGGREGATE 10% OF THE PRICE RECEIVED BY THE SELLER FROM THE BUYER FOR THE SPECIFIC GOODS GIVING RISE TO SUCH ALLEGED LIABILITY OR OBLIGATION; AND (II) THE SELLER SHALL IN NO EVENT BE LIABLE TO THE BUYER OR ANY THIRD PARTY FOR LOSS OF, OR DAMAGE TO, OR LOSS OF USE OF, FACILITIES OR OTHER PROPERTY, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA OR TRANSMISSIONS, LOSS OF CUSTOMERS, OR OTHER INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, RESULTING OR ARISING FROM OR RELATING TO THIS CONTRACT OR THE GOODS FOR BUYER, AND WHETHER OR NOT THE SELLER IS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. THE BUYER WAIVES ALL REMEDIES FOR BREACH OR NONPERFORMANCE BY THE SELLER TO THE EXTENT INCONSISTENT WITH THE FOREGOING. NOTHING IN THIS CONTRACT SHALL BE CONSIDERED FOR THE BENEFIT OF ANY THIRD PARTY OR AS GIVING ANY THIRD PARTY ANY RIGHTS AGAINST THE SELLER.

17. TERMINATION

17.1. The Contract may be terminated exclusively:

17.1.1. by mutual written agreement of the Parties;

17.1.2. in case the Contract is materially breached by any Party and the default is not remedied within 10 Business Days as of notice of default issued by the aggrieved Party, the latter shall be entitled to terminate the Contract by a written notice having immediate effect;

17.1.3. under other Clauses of this Contract explicitly authorizing the Party to termination of this Contract;

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- 17.1.4. by the Seller issuing a written notice to the Buyer not less than 5 Business Days in advance if unfavourable circumstances with respect to the financial condition of the Buyer comes to the Seller's knowledge, such as delay in payment with respect to claims of Seller or any of its group companies, cessation of payments, predominantly futile debt enforcement, protest of a cheque or bill of exchange to be honoured by the ordering party, petition for instituting composition proceedings, administration, petition in bankruptcy and/or any other applicable insolvency procedure. If the Via Solis wants to avail himself of this right to rescind, he undertakes to inform the ordering party immediately after obtaining the knowledge of the severity of the circumstances.
- 17.2. The termination of this Contract shall be without prejudice to the rights of either party to payment or other claims due or accrued up to the termination of this Contract.
- 17.3. The termination of the Contract shall not have an effect on the validity of the provisions herein on dispute settlement, applicable laws, liability or any other provisions of the Contract, if such provisions actually survive the termination of the Contract.
- 18. GOVERNING LAW AND DISPUTE RESOLUTION**
- 18.1. This Contract shall be governed by and construed in all respects in accordance with the German laws.
- 18.2. Any dispute, controversy or claim arising out of or relating to this Contract, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the competent Munich courts, which the Parties hereby grant with an exclusive jurisdiction.
- 19. MISCELLANEOUS**
- 19.1. **Notification in accordance with § 33 BDSG:** the Seller hereby informs the Buyer that for the purpose of Contract management, the Seller electronically stores the billing, statistical analysis and personal data of the Buyer and/or its representatives such as the name, surname address, bank details and data from the contract.
- 19.2. Failure to exercise the rights hereunder by a Party shall not constitute a waiver, and partial exercise of the rights shall not prevent the Party from further enjoyment thereof.
- 19.3. Should a Party's address, bank account number and/or other details change, the Party shall immediately notify the other Party. Having failed to comply with these requirements, the Party shall have no right to make claims or counterclaims that
- the other Party's actions made on the basis of the latest details known to that Party do not comply with the Contract or that it did not receive notices sent on the basis of those details.
- 19.4. Neither of the Parties shall have the right to assign the rights and obligations under this Contract to any third party without a prior written consent received in advance from the other Party, with the following exception: the Seller shall have the right to assign the claim rights with respect to receivables from the Buyer resulting from this Contract (generally the claim to outstanding share of the Price) to any debt collection agency or any other third party upon discretion of the Seller.
- 19.5. Any notice under this Contract shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other party as specified in the Special Conditions, in a manner that ensures receipt of the notice can be proved.
- 19.6. The Contract is executed in English language. Should this Contract be translated at any time in the future, in the event of discrepancies in any event the English language shall be prevailing and overrule any translation made.
- Annexes enclosed to these General Conditions and making the part of the Contract by reference:**
- Annex No 1** Technical Specifications
- Annex No 2** Acceptance Criteria
- Annex No 3** Warranty Terms
- *****