

General Terms of Sales and Delivery (GTSD) applicable for construction activity (page 1/2)

1. Overview:

This contract applies to all development, extension, or modification for a residential houses, flat building or any construction for individual or commercial, it is established to provide guarantees of competence and quality to the client. Any order accepted by AmySOLAR company entails for the customer its adhesion to the present Terms and conditions of sales. Any contrary clauses printed or not on the documents of the customer are not applicable to AmySOLAR company. In the absence of any contract signed before the start of the work, this proposal will be fully applied and without any reserve.

2. Description of the project:

AmySOLAR declares that the works will be executed according to the rules and in conformity with the texts and technical documents applicable to the works, subject of the present contract. AmySOLAR is only committed by the operations mentioned and quantified on its quotes, orders or contracts with the exclusion of any others. Any modification of works requested by the customer will be subject of an endorsement defining the nature of the modifications and the new overall price resulting therefrom.

3. Composition of prices:

The total price of the works includes: the basic price without taxes, as mentioned in the contract and its amendments, the VAT calculated at the active rate at the date of settlement. This price does not include taxes, duties or royalties.

4. Price Update:

The said price shall be fixed and definitive until the end of the work, provided that the order to start up is made no later than two months after the signing of the present contract. Failing this, the period between the end of the two months and the start date will lead to a revaluation according to the building price indices.

5. Completion time:

The works will start within the AmySOLAR company's period of use. The indication of the desired starting date given in the quotation is only indicative and can in anyway bind AmySOLAR nor give any right to compensation from AmySOLAR. For the period of execution, refer to the particular conditions of the contract. Such delays shall be automatically extended in the event of force majeure such as strikes, bad weather, alterations requested by the administration or the customer, delays in payments, or in the completion of the formalities or preparatory work for the customer.

6. Formalities to be completed before work begins:

AmySOLAR may ask the client, prior to the beginning of the work, to send to him, as the case may be, either a building permit or an amendment to the permit, drawings, sections or other elements defining the work, proof of ownership or owner's agreement, confirmation of obtaining loans, demolition authorization, etc. The customer undertakes not to delay the fulfillment of the enumerated conditions. The starting date for the works will be counted from the date on which the last of the conditions listed above are fulfilled and provided that the previous conditions for the building permit and / or the loan have been cleared.

7. Customer Obligations:

Client undertakes to pay regularly for his work situations, to allow free access to the AmySOLAR company throughout the duration of the work, to regularly attend the site meetings requested by AmySOLAR, not to issue orders to the executing staff, to directly pay imposit and taxes, do not deal for additional work with the performers or subcontractors. This list is not exhaustive.

8. Workflow:

AmySOLAR company, under its sole responsibility, may subcontract all or part of the work to any company of its choice, in accordance with legal and regulatory requirements. It also reserves the right to prohibit access to the site to any foreign person or contracting parties, to organize site visits for the customer at his request or on his own initiative, without these visits being of abusive.

9. Works receipt:

Upon completion of the work, the customer will be called at the reception by the AmySOLAR company by registered letter with an acknowledgement of receipt or hand delivery against signature. This receipt will be recorded in a minutes signed

by the parties which will indicate the possible reservations and the time allowed to the company AmySOLAR to lift them. One month maximum in the case of minor reserves. If necessary, the client or AmySOLAR will be able to convene for receipt, the other by registered letter with with an acknowledgement of receipt, or by extrajudicial act with a notice of at least 15 days. If the customer does not show up at the date and time scheduled for the reception visit, unless he is justified by a case of force majeure. The notification made to him shall entail the penalties provided for in Article 9, the compensation shall then be applied to the balance of the agreed price.

10. Compensation for late payment:

The payment of the situations must be made on the dates agreed on the contract or the order form. In case of non-payment at maturity the sums due are increased by 1.50% per month of delay. If the payment does not take place fifteen days after formal notice sent by registered letter with an acknowledgement of receipt or hand delivered against signature. AmySOLAR will suspend the work without further formalities. This delay will prolong the time of execution and the date of receipt. Termination of the contract may take place only one month after the receipt of the formal notice notified to the customer by registered letter with an acknowledgement of receipt or hand-delivered against signature, unless the parties reach an amicable agreement modifying the duration of the contract. And the time limits for payment and shall provide for the revision of the price in the manner indicated below. This agreement must be concluded in writing. Failing agreement, the contract will be definitively terminated and the work carried out on behalf of the customer will remain the inalienable property of AmySOLAR.

11. Insurances :

AmySOLAR will not be liable to any compensation to the customer for damages to property distinct from the object of the contract or loss of profit. Any damage occurring during the works must be declared by registered letter addressed to AmySOLAR within eight days of the completion of the works. After this period, AmySOLAR will decline any responsibility. AmySOLAR declares to be insured against the pecuniary consequences of its civil liability and, if necessary, for its biennial and decennial liability. The client can subscribe, if he wishes, a fire insurance policy as well as a damage insurance that remain at his charge.

12. Resolute Clauses:

The contract shall be terminated by right if the application for a building permit or the application to amend a building permit renewed once is subject to a second refusal. The amounts will be refunded in the month of the resolution for the work requiring this permit or amendment.

If the customer declares that the price will be partially paid by means of loans. In the event of total refusal of these loans, it will be fully repaid within one month of the resolution. In case of partial refusal or reduction of its financial possibilities, AmySOLAR will propose to him a reduction of his drawing or his services. The partial obtaining of the financing does not entail the lapse of the present contract but only its modification in the sense of a readjustment to the new financial conditions. The contract will be resolved as of right if the customer shows a persistent deficiency especially in terms of its payments. This resolution will be liable to pay: indemnities, damages.

13. Indemnification:

Except from the above clauses, if the customer cancels his contract before the start of work, he will pay AmySOLAR, in damages, an amount equal to 20% of the amount of the contract. If he renounces his contract for work undertaken (any phase begun being fully due) he will have to pay AmySOLAR an indemnity equal to 20% of the amount due. If, during the course of the work, it decides to withdraw from AmySOLAR a benefit which it wishes to reserve, it shall pay an indemnity of 20% of the amount so canceled.

14. Ownership of Materials and Drawings:

AmySOLAR remains the sole owner of the materials and technical elements, whether they are only supplied to the site or incorporated into the structure until total payment by the customer.

AmySOLAR retains in all cases its rights, and in particular the full ownership of its drawings, studies, pre-projects and technologies, with the exclusive rights of their reproduction.

15. Date, signature and Customer commercial stamp:

General Terms of Sales and Delivery (GTSD) applicable for trading activity (page 2/2)

1. Overview:

The acceptance of our offers implies the full acceptance of our general conditions of trading. Any derogation or opposite clause will be valid only if it has been expressly accepted by AmySOLAR. The clauses of this document are supplemented, if required, by applicable national and international standards and regulations rules.

2. Supplies:

The specifications mentioned in our catalogs, technical data sheets or printed advertising are only indicative. We should have the right to make any changes to our products which we deem appropriate, even after acceptance of orders, without however affecting the essential characteristics. Any modification to an order must be expressly accepted by us and cannot in any case bring novation to the original contract.

3. Prices:

Our price list is in Euros, US Dollars, CFA Francs, or any other currency, excluding taxes. It may be subject to a review clause. Unless otherwise agreed, the validity of our quotations is one month.

4. Transport - Insurance:

The goods always travel at the risks and peril of the recipient who freely chooses the carrier and the insurance of transported goods. It is the buyer's responsibility to check the goods when they are received in the presence of the carrier and to indicate the reservations observed in writing on the transport voucher, even if the goods are shipped free of charge. In the event of the issuance of reserves upon receipt, these must be declared in writing no later than five working days after receipt of the delivery to AmySOLAR who will do everything possible to assist the customer in the compensation for the damage underwent during transport. AmySOLAR can not be held responsible for any damage resulting from a possible loss (or theft) or breakage of the goods during transport.

5. Returns:

AmySOLAR will not accept any returns of goods without prior written consent. For any return request the procedure to be followed regarding all returns of goods is defined on the return form which will be communicated to the customer. AmySOLAR will endeavor to evaluate each case, give all the necessary support and find the most appropriate solution for and with the client for all remarks, details, exceptions or particularities.

6. Returns of equipment under warranty:

Our products benefit from different guarantees according to the types of products and their respective manufacturers. Excluding products manufactured by AmySOLAR, this is a manufacturer's warranty and not a AmySOLAR warranty, so the processing time of the after-sales services depends on the manufacturer and not from AmySOLAR as well as the answers and quality of this service.

The original packaging of the product must be kept, the manufacturer's labels affixed to the products (product type, serial number) are essential to the after sales service. Under no circumstances they should be removed at the risk of not being able to claim the guarantee.

The purchase invoice is also essential. Any parts damaged as a result of improper use of the equipment, incorrect installation or misuse may void the warranty.

Except for products manufactured by AmySOLAR that will be returned in the event of a defect, the defective material must be shipped directly to the manufacturer whose details will be communicated to the customer by AmySOLAR.

Depending on the brands concerned, manufacturers will diagnose the returned product that should be exchanged directly, be subject to a repair and / or repair estimate by the manufacturer. In all cases the transport costs (going and return) remain the responsibility of the customer.

7. Returns of equipment out of warranty:

After AmySOLAR or manufacturer diagnosis, if it's proved that the product is out of warranty, for example because of misuse, it can be repaired according to the estimate agreed, returned like it is, or destroyed, after agreement from the client, or in the absence after one year and one day. Defective material must be shipped directly to the manufacturer whose contact information will be communicated to the customer by AmySOLAR. The cost of transport, diagnosis and repair will be charged to the customer.

8. Reserve of property:

All merchandise delivered but not fully paid stay the property of AmySOLAR until all the goods have been fully paid and any associated costs have also been paid. Any recovery costs and litigation should also be fully paid by the customer.

9. Delivery time:

Our delivery times are only given as an indication and will in no case be liable to any compensation in case of delay.

10. Order cancellation:

Any request for cancellation of an order must be made in writing. If an order cancellation occurs within two weeks of the scheduled delivery date, AmySOLAR reserves the right to claim damages from the customer for damages that may be claimed by the supplier. In all cases, an order cancellation can not be made without the express and written agreement of AmySOLAR.

11. Payment:

For a first order, an advance payment will be requested; then payment by wire transfer, after agreement of outstanding of our credit service. In case of absence of agreement or exceeding of outstanding, a deposit of 40% will be required for the order and the payment of the balance by wire transfer should made before shipping of the goods. Packaging and transportation always mean over and above the price of products.

12. Recommendations:

Investigations and recommendations are voluntary and given for information purposes only. They are not the responsibility of AmySOLAR. They do not constitute an element of execution and it is the responsibility of the user on his / her own responsibility to control them and to verify that they take into account the general rules applicable for this type of realization and the particular conditions of use.

13. Recourse:

For any dispute regarding to any of our sales, whatever their kind, the Courts of the jurisdiction of our headquarters are solely competent.

14. Late payment:

In case of late payment, we reserve the right to suspend or cancel any orders in progress without prejudice to any other recourse. The non-payment at the due date of one of our invoices or products, whatever the cause, all the receivable should be automatically due and without any other prior notice.

Any delay in payment after maturity date shall automatically and without prior notice increase the payment of conventional interest at the rate of 8%, plus a penalty clause set at 15% (in accordance with Articles 1152, 1226 and 1231 of the French Civil Code) and payment of the minimum flat-rate indemnity of 40 € (provided by Article L441-6 §12 of the Commercial Code, which the amount is fixed by Decree Nbr 2012-1115 of the 2/10/2012, article D441-5 of the Code of Civil Procedure for France). These same clauses apply in all countries regardless of local regulations.

15. Customer company name:

Name & Function :

Date & Signature with mention "Agreed and signed", with company stamp at the bottom of each page (1 & 2) of these GTSD:



AmySOLAR PV Modules Warranty Statements

Panels warranty complete all manufacturing rigorous control processes: from raw materials supplying until shipping in sealed containers and within all phases of production process.

1. **12 years Limited Modules Warranty: Twelve Years Repair or Replacement**

AmySOLAR warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship, which would impact the functionality of the product under normal application, installation, use and service conditions. The duration of this **limited warranty is twelve (12) years from the date of shipping** in the original packing to the first customer (CUSTOMER) of the AmySOLAR products.

Claims under the warranty can only be accepted if the buyer can provide the proof that the malfunctioning or non-conformity of MODULES results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, AmySOLAR will, at its option, either repair or replace the product by the same product or a product with equivalent power.

The repair or replacement remedy shall be the sole and exclusive remedy provided under the "Limited Modules Warranty" and shall not extend beyond the one hundred and forty-four (144) months period set forth herein. This "Limited Modules Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Performance Warranty").

NB : this Limited Modules Warranty can be extended up to 20 or 25 years with an optional surcharge.

2. **Limited Performance Warranty**

A. **12 years at 90% Peak Power at STC***

If, within a period of twelve (12) years from the date of shipping in the original packing to the CUSTOMER, any MODULE(s) under normal application, installation, use and service conditions exhibits a power output less than 90 % of the minimum "Peak Power at STC" as specified in AmySOLAR's Product Data Sheet, provided that such loss in power is determined by AmySOLAR (at its sole and absolute discretion) to be due exclusively to defects in materials or workmanship, AmySOLAR will compensate for such loss in power by either providing to the buyer additional MODULE(s) to make up the total wattage loss, at a cost pro-rated for the time in service of the faulty MODULE(s), or by repairing or replacing the faulty MODULE(s), at the option of AmySOLAR.

B. **25 years at 80% Peak Power at STC***

If, within a period of twenty-five (25) years from the date of delivery in the original packing to the CUSTOMER, any MODULE(s) under normal application, installation, use and service conditions exhibits a power output less than 80 % of the minimum "Peak Power at STC" as specified in AmySOLAR's Product Data Sheet, provided that such loss in power is determined by AmySOLAR (at its sole and absolute discretion) to be due exclusively to defects in materials or workmanship, AmySOLAR will compensate for such loss in power by either providing to the buyer additional MODULE(s) to make up the total wattage loss, at a cost pro-rated for the time in service of the faulty MODULE(s), or by repairing or replacing the faulty MODULE(s), at the option of AmySOLAR.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Performance Warranty".

3. **Exclusions and Limitations**

Warranty claims must be received within the applicable warranty period for this warranty to be effective. Both the "Limited Modules Warranty" and the "Limited Performance Warranty" do not apply to any MODULE(s) which have been subjected to:

- 1) Misuse, abuse, neglect or accident;
- 2) Alteration, improper installation or application;
- 3) Improper repair or modifications;
- 4) Power failure surges, lightning, flood, fire, accidental breakage or other events outside AmySOLAR's control.

Both the "Limited Modules Warranty" and the "Limited Performance Warranty" do not cover any transportation costs for return of the MODULE(s) or for reshipment of any repaired or replaced MODULE(s), to or from factory, or cost associated with installation, removal or reinstallation of the MODULE(s).

Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

**STC: Standard Testing Conditions (Irradiance 1000W/m², cell temperature 25°C, Air Mass=1.5 atmosphere thickness).*

AmySOLAR: SOLAR ENGINEERING & EQUIPMENT - POSITIVE ENERGY CONSTRUCTIONS

website : www.amysolar.com – email : contact@amsolar.com



AmySOLAR Batteries & Others Equipment Warranty Statements

Products warranty complete all manufacturing rigorous control processes: from raw materials supplying until shipping in sealed containers and within all phases of production process.

1. 2 years Standard Warranty for Long Life Deep Cycle AmySOLAR Batteries

The 24 months warranty period is granted from ex-factory date code on battery casing, it is only valid for manufacturing defective under float charge or security use on following conditions:

- 1) Maintaining an average daily temperature not higher than 25°C, discharge frequency is less than 3 times monthly, batteries must be kept with 10% redundant capacity for each system;
- 2) Installation, charging voltage & method, operation and maintenance should be complied with AmySOLAR specifications;
- 3) Battery should be timely recharged within 24 Hours after discharge or stocked more than 3 months, the battery string should be equalized charge one time every three months;
- 4) Supplier should be informed within 14 days after discover the faulty battery, and proof of purchasing date should be provided by buyer;
- 5) Float Operating Voltage cannot be lower than the battery data sheet recommendations.

NOT COVERED BY THIS LIMITED WARRANTY:

Manufacturer has no obligation to any defects caused by mis-operation listed as follows:

- * Neglect, such as improper fluid levels (under or over watering), damage from shipping, loose wiring, or rusted or corroded hardware;
- * Misapplied or improperly sized Battery for the application;
- * Batteries exposed to excessive heat or very low temperature;
- * Battery date code is destroyed or tampered;
- * Breakage, freezing, explosion, fire, external wreckage, overcharging, overdischarging, undercharging, charging or installing in reverse polarity, improper maintenance, improper 2 of 2 storage, or addition of any chemical or solution other than approved water, or Failure to properly install the Battery.

HOW TO MAKE A CLAIM:

To make a claim under this Limited Warranty, please submit a completed "Battery Test Report", failure battery photos to AmySOLAR. Battery will be eligible for warranty only after AmySOLAR service team verifies the Battery Test Report and determines manufacturing defect is existing by writing.

If necessary, AmySOLAR may request the claimed batteries to be returned to factory for inspection and test, if it is determined that any such batteries do not have a defect, the warranty claim for such Batteries will be denied.

Failed batteries quantity should be counted by both AmySOLAR and customer together or customer needs to provide clear photo showing all failed batteries and production code of failed batteries.

Compensation value of failed batteries should be calculated as = (Number of months of Remaining Warranty) x original FOB Price Warranty Months Or Replacement quantity (pcs) = above Compensation value / original FOB price

During the warranty period, AmySOLAR is responsible for repairing failed batteries or send replacement only for failure caused by manufacturing defective, the replacement will be sent with next new order together.

Warranty do not cover any transportation costs for return of the product(s) or for reshipment of any repaired or replaced product (s), to or from factory, or cost associated with installation, removal or reinstallation of the product (s).

2. 1 year Limited Warranty for Others AmySOLAR Equipments

Except PV Modules and Solar Batteries that have extended special warranty conditions, all our others products have a one-year limited warranty to be free from defect in materials and workmanship, which would impact the functionality of the product under normal application, installation, use and service conditions. The duration of this **limited warranty is twelve (12) months from the date of shipping** in the original packing to the first customer (CUSTOMER) of the AmySOLAR products.

Claims under the warranty can only be accepted if the buyer can provide the proof that the malfunctioning or non-conformity of product results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions. If product fail to conform to this warranty, AmySOLAR will, at its option, either repair or replace the product by the same product or an equivalent product.

NB: This warranty can be extended to 3, 5, or 10 years with an optional fee surcharge.

AmySOLAR: SOLAR ENGINEERING & EQUIPMENT - POSITIVE ENERGY CONSTRUCTIONS

website : www.amysolar.com – email : contact@amsolar.com

Composition des kits AmyPOWER

- **Kit 2 KW :** **3 500 € / 2 300 000 FCFA**
 - **1 AmyPOWER 2K**
 - **6** panneaux solaires + fixations toiture pour tôles ondulées ou bac acier (3 rangées de 2 panneaux en mode paysage (occupe ≈ 3,30 m de large x 3 m de rampant),
 - **2** batteries solaires à positionner au dessous de l'AmyPOWER
 - Accessoires et câbles : câbles de raccordement des panneaux avec connecteurs type MC4 + 5 m de câble PV, câbles batteries, coupe-circuits & protections.

- **Kit 5 KW :** **7 500 € / 4 920 000 FCFA**
 - **1 AmyPOWER 5K**
 - **12** panneaux solaires + fixations toiture pour tôles ondulées ou bac acier (4 rangées de 3 panneaux en mode paysage (occupe ≈ 5 m de large x 4 m de rampant),
 - **8** batteries solaires à positionner au dessous de l'AmyPOWER
 - Accessoires et câbles : câbles de raccordement des panneaux avec connecteurs type MC4 + 5 m de câble PV, câbles batteries, coupe-circuits & protections.
 - Variante avec 4 batteries au lieu de 8 : 6 000 € / 3 940 000 FCFA

- **Kit 10 KW :** **12 950 € / 8 500 000 FCFA**
 - **2 AmyPOWER 5K** en parallèle
 - **24** panneaux solaires + fixations toiture pour tôles ondulées ou bac (2 x 4 rangées de 3 panneaux en mode paysage (occupe ≈ 2 x 5 m de large x 4 m de rampant),
 - **12** batteries solaires à positionner au dessous de l'AmyPOWER
 - Accessoires et câbles : câbles de raccordement des panneaux avec connecteurs type MC4 + 10 m de câble PV, câbles batteries, coupe-circuits & protections.

- **Puissances supérieures :** *par multiples de 5 ou 10 KW. Pour des installations complexes, notre service ingénierie peut se charger de l'étude technique.*

- **Options et équipements complémentaires :**
 - *Panneaux solaires seuls :* *(sur devis spécifique)*
 - *Pack de 4 batteries suppl.* 1 550 € / 1 000 000 FCFA
 - *Pack de 3 panneaux suppl.* 690 € / 460 000 FCFA
 - *Convertisseur de tension 48V>24V>12V* 150 € / 100 000 FCFA
 - *Tableau électrique pré-équipé* (sur demande)
 - *Climatisations solaires : 12000 à 36000 BTU et +* (sur demande)
 - *Chauffe-eaux solaires (technologie heat pipe)* (sur demande)
 - *Réfrigérateurs et congélateurs solaires, cellules froid* (sur demande)

- **Conditions de vente** (voir nos CGV) :
 - Tarif départ unité de prod. Taxes et frais de port en sus en fonction des quantités.
 - Délai d'expédition : 3 à 4 semaines + transport (fret aérien ou maritime)
 - Nous pouvons former vos électriciens et installateurs, sur demande.

- **Tarif des prestations AmySOLAR** d'ingénierie et d'études préalables :
 - étude préalable Générateur PV jusqu'à 9 KWc : 900 €HT
 - étude préalable Générateur PV de 9 à 36 KWc : 1 700 €HT
 - étude préalable Générateur PV de 36 à 100 KWc : 2 500 €HT
 - option Permis de Construire (simple) : 1 200 €HT
 - suppl. demande de pièces complémentaires : 800 €HT

 - tarif horaire des prestations d'étude et d'ingénierie : 100 €HT / 65 600 FCFA
 - les déplacements et subsistances sont calculés au réel ou forfaitisés en complément du temps passé pour le compte du client que ce soit sur site ou dans nos bureaux.