

GENERAL TERMS AND CONDITIONS (GTC)

The following is a translation of the German Terms and Conditions. The original version in German is legally definitive.

1. General

(1) Bernreuter Research offers global polysilicon market reports in its online shop at the web site www.bernreuter.com. The reports are written in English and are delivered in print form solely to companies (business to business). An order without indicating the company name will not, therefore, be accepted.

(2) Bernreuter Research delivers the market reports on the basis of the following General Terms and Conditions. Regulations deviating from these are then only effective when they have been made in writing between Bernreuter Research and the client.

2. Prices and Value Added Tax (VAT)

(1) Valid are the prices stated by Bernreuter Research in its online shop at the time of the order. All prices indicated are net prices without Value Added Tax. The settlement currency is the euro.

(2) The shipping costs are contained in the price. Shipments abroad are normally carried out as express delivery via the Federal Express Corporation (FedEx).

(3) For the value taxation, the following regulations are valid:

- For clients in Germany, the reduced VAT rate of 7 percent is shown separately on the invoice.
- Clients in the other countries of the European Union receive an invoice without VAT if they indicate their VAT registration number at the time of the order. Otherwise, the VAT at 7 percent is placed on the invoice.
- For clients in countries outside the European Union, the delivery is made without VAT.

3. Order and Conclusion of the Contract

(1) The range of products on offer in the online shop of Bernreuter Research are an unbinding invitation to the client to order market reports. The client can carry out the order in two alternative ways:

- through an online form via a secure internet connection with SSL encryption, or
- through a fax form that the client can download as a PDF file from the online shop.

(2) When the online form is used, Bernreuter Research enables the client to check the information for its correctness as regards content and correct it if necessary before the client sends the order off. The receipt of the order is confirmed immediately by an e-mail that is automatically generated.

(3) When a client sends an online or fax order, he/she makes a binding offer for the conclusion of a sales contract. Bernreuter Research accepts this offer by sending the invoice.

(4) The invoice is sent as a PDF normally two working days at the latest after receipt of the order to the client's e-mail address, which the client indicated on the order form as his invoice address. For this, the invoice data is transferred through the internet in encrypted form. Along with the shipment of the goods ordered, Bernreuter Research will send a paper version of the invoice.

4. Terms of Payment

(1) Bernreuter Research delivers the market reports when paid in advance (via bank transfer) or paid by credit card (Visa or MasterCard).

(2) If the client chooses to pay via bank transfer, he/she is to transfer the invoice amount in euros after receiving the PDF invoice to the bank account at DAB Bank given from Bernreuter Research.

(3) When paying with credit card, the credit card is debited with the invoiced amount in euros immediately after the order has been checked. In cooperation with the service provider Heidelberger Payment GmbH (Heidelberg, Germany), the settlement of the payment via credit card will be made by:

HUELLEMANN & STRAUSS ONLINESERVICES S.à r.l. (HSO)
1, Place du Marché
L-6755 Grevenmacher
R.C.S. (Registre de Commerce et des Sociétés): Luxembourg B 144133
E-Mail: info@hso-services.com
CEOs: Heiko Strauß, Ramona Spies

On the credit card invoice, the clearing name "HSO*JohannesBernreuter" and the phone number +499317847781 will appear.

5. Delivery

(1) As soon as the transfer of the client has appeared on the bank account of Bernreuter Research or the credit card of the client has successfully been debited, Bernreuter Research will send the ordered goods to the delivery address indicated in the order.

(2) If the following occurs – delays during postal and transport passage, for example, due to traffic congestion, strikes, acts of God, orders of higher authority or other such events which Bernreuter Research cannot be responsible for – the client cannot make a claim for damages against Bernreuter Research.

6. Exclusion of the Right to Withdrawal/Return

Since Bernreuter Research delivers solely to companies (business to business), there is no right to withdrawal or to return.

7. Copyright and Right of Use

All copyrights of the market reports remain with Bernreuter Research. The client may use the contents of the reports only for his own purposes. He is not entitled to copy the contents or parts thereof, to place them at the disposal of third parties, or to resell them.

8. Limitation of Liability

(1) In spite of careful research, Bernreuter Research takes no responsibility for the accuracy of all the information in the market reports. Especially, the evaluation of technological product developments are subject to uncertainties since they are also based on the assessment of soft factors, such as, for example, the believability of companies' prognoses. Bernreuter Research does not give recommendations for specific investments and cannot be made liable for information or assessments in the market reports save the following exceptions.

(2) Bernreuter Research takes on unlimited liability for premeditated or grossly negligent damages as well as for injury to life, body or health.

(3) Bernreuter Research is not liable for material damages and financial losses, as far as these have been caused through simple negligence by Bernreuter Research, a legal representative or assistant of Bernreuter Research.

(4) When essential contractual obligations (cardinal obligations) have been defaulted, Bernreuter Research has only limited liability for material damages and financial losses, for the replacement of the contractual, foreseeable damage, in so far as these were caused by simple negligence.

9. Privacy Policy

Valid are the conditions from the privacy policy statement of Bernreuter Research.

10. Validity of the General Terms and Conditions

The General Terms and Conditions of Bernreuter Research are a component of a respective contract when it is concluded.

11. Final Clause

(1) German law is solely applicable to the present Terms and Conditions and to disputes which result from a respective contract. The application of UN sales law is excluded.

(2) Inasmuch as the client is a businessman, a legal person of public law or public separate estate, Würzburg is considered as accepted for the location of fulfilment as well as the place of jurisdiction for all disputes.

(3) Changes, supplements and supplementary agreements are required to be in written form to be effective. The written form requirement is also valid for the waiver of this form requirement.

(4) Should one or several clauses of these General Terms and Conditions be entirely or partially ineffective, the validity of the other conditions remains hereby untouched. The parties agree to replace the invalid or unenforceable conditions by a valid or enforceable condition, which is economically closest to the goals set by both parties.