

Distribution Framework Agreement

Entered into by and between CHS HUNGARY Kft (registered office: 2040. Budaörs, Vasút u. 15., company registration number: 13-09-109483, VAT number : 10955004-2-44, represented by: Sándor Máthé, Managing Director) As wholesaler, hereinafter: Wholesaler
And

company name:
registered office:
bank account number:
VAT number:
company registration number:
represented by:
as distributor, hereinafter: Distributor,

hereinafter jointly referred to as “Parties”, at the place and on the date below, under the following terms and conditions:

I. General Provisions

- 1./ Parties to the Agreement agree that Wholesaler is a company engaged in the distribution of solar-cell products and systems, and it sells said products to distributors.
- 2./ Parties to the Agreement establish that Distributor regularly purchases products distributed by Wholesaler to re-sell those to third parties (consumers).
- 3./ Parties agree that the general terms of Distributor’s case-by-case orders and purchases shall be governed by this Framework Agreement. Unless further written agreements are in place, any and all oral or written agreements between Wholesaler and Distributor shall be covered by this Framework Agreement.

II. Object and Purpose of the Agreement

- 1./ The object and purpose of this Framework Agreement shall be the establishment of the general rules of Distributor’s case-by-case orders or purchases. Parties agree that during the term of this Agreement, Wholesaler shall meet Distributor’s procurement needs in compliance with this Framework agreement.

III. Placing Orders, Place of Delivery

- 1./ Parties agree that wholesaler shall accept oral or written (faxed or e-mailed) orders with regards to all products already in stock in its warehouse.
- 2./ For products not in stock and procurable for the Distributor only, or products for project- or tender purposes, Wholesaler shall be entitled to require a written order. The written order shall mandatorily contain: the Distributor’s name, registered seat, the name of the individual placing the order, the date of the order, the description and type ID of the ordered product, the ordered

quantity and the requested delivery date. If the products are delivered by Distributor, the exact address of the place of performance.

3./ Parties agree that the place of performance (where the goods are handed over to Distributor) shall be the Wholesaler's registered seat and/or premises and distributor shall transport or arrange for the transportation of the goods from Wholesaler's premises at his own expenses. Upon demand and order, Wholesaler may deliver the goods to Distributor's address, for which Wholesaler may charge the costs of delivery.

IV. Purchase Price and Its Due Date

1./ Wholesaler shall regularly publish the list of distributed products and the associated prices.

2./ Distributor will purchase the products ordered by him for the purchase price confirmed by Wholesaler orally or in writing.

3./ For non-cash purchases, Distributor agrees to wire transfer the amounts indicated on Wholesaler's wire transfer invoices to the bank account and within the deadline indicated on the same.

4./ Parties to the Agreement agree and Distributor acknowledges, that the products taken over by him but not yet paid for remain the property of Wholesaler until payment of the full purchase price. Distributor shall be liable for the responsible security of products taken over with such withheld property rights.

5./ Parties agree that in the event of late payment, Distributor shall pay a late penalty to Wholesaler in the amount laid down in the Civil Code (as amended) for late penalties payable in agreements between businesses. Starting date of the late penalty shall be the first day after the due date of the invoice and the end date shall be the date of the actual payment (performance). Parties to the Agreement agree that Distributor's performance is completed when the full payable amount, including the late payment penalties are credited on Wholesaler's bank account.

6./ Parties agree that Distributor's delayed payment shall entitle wholesaler to release or withhold goods from distributor at his own discretion.

7./ Distributor accepts that the amounts and due dates of the payments incurring from individual orders shall be governed by Wholesaler's invoices received by Distributor, provided that Distributor does not challenge the content of such invoices within the deadline available for such disputes (8 days). Distributor acknowledges that if he fails to dispute Wholesaler's invoice within 8 days, such disputes will be banned forever, regardless of legal basis.

8./ Distributor acknowledges that as the prerequisite of enabling wire transfers as a payment method, Wholesaler may require financial commitments (such as distributor's commitment to an immediate direct debit, distributor's representative signs a guarantor's statement, collateral agreement, bank guarantee, etc.). In such cases, Wholesaler will withhold the products until such commitments are provided by Distributor. Wholesaler disclaims all liabilities for Distributor's damages resulting from Distributor's failure to provide the above commitments.

V. Temporal Scope and Termination

1. / Parties agree that this framework agreement is entered into for an indefinite time period. Either of the Parties may terminate this framework agreement by sending a written notice to the other Party by registered mail. The notice period shall be 30 days. Failure to take over the termination notice will not affect the deadline of termination.

2. / Parties to the Agreement agree that termination of framework agreement without cause for any reason will not affect the fulfillment of their contractual obligations that exist until the date of termination. Furthermore, Parties agree to clear their debts to each other immediately, but within 8 days of termination the latest.

3. / Either of the Parties shall be entitled to terminate this Agreement with an immediate effect, if, upon a written notice from the injured Party, the defaulting Party fails to fulfill his obligations. The Party in breach of the Agreement shall be notified of such termination with a cause in writing and by registered mail.

4. / Distributor's following actions shall constitute to a material breach of the Agreement:

- Distributor is at least 15 days late with any due payment (invoice debt, late payment penalties) without notifying Wholesaler in advance or without receipt of the confirmation of the latter,
- Distributor is at least 15 days late with taking over and transportation of the products ordered by him without notifying Wholesaler in advance or without receipt of the confirmation of the latter.

5. / If Wholesaler terminates this framework agreement with an immediate effect, Distributor's discounts available with Wholesaler will be terminated, and all payment obligations – any and all invoice debts and all associated payments thereof – will become due and payable.

6. / If this Agreement is terminated, distributor shall return any unsold products that are still the property of wholesaler within 24 hours free of charge, or pay the price of such goods to Wholesaler. Should this happen, Parties shall record this in a report, which shall form the basis of the payments to be made upon termination.

When establishing such final payments, the defaulting Party shall bear all costs and damages incurred to the other Party in connection with the early termination of this Agreement.

VI. Miscellaneous provisions

1. / Parties to the Agreement agree to attempt to resolve any disputes arising in connection with this Framework Agreement amicably, by way of negotiations. Should such negotiations remain unsuccessful, the dispute arising in connection with this Agreement shall be resolved by the competent court under the jurisdiction- and competency provisions of the Code of Civil Procedure.

2. / Issues not covered by this Framework Agreement shall be governed by CHS Hungary Kft's General Terms and Conditions and the pertinent provisions of the Civil Code.

3. / Distributor represents and warrants that it's not subject to any insolvency-or wind up proceedings and no proceedings have been started against it before any court, company registry or any other fora that would restrict its commercial activities or hinder the performance of any clauses of this Agreement. Should any proceedings be initiated against distributor, Distributor shall inform Wholesaler about this fact within 8 days in writing.

4. / Parties to the Agreement represent and warrant that their companies are lawfully incorporated and are lawfully operating business entities, and this framework agreement is signed by their respective authorized signatories.

Parties to the Agreement have read, interpreted and agreed to the content of this Agreement, and to indicate this, they have affixed their signatures below.

Budaörs,

.....
Buyer/Distributor

.....
CHS Hungary Kft.
Wholesaler

Represented by.: Managing Director