

CLIENT QUALITY AGREEMENT OF ARAYMOND ENERGIES

Preamble

This "Client Quality Agreement" of ARaymond document applies to all Offers issued by ARaymond Energies (hereinafter referred to as ARaymond) in addition to the General ARaymond Terms and Conditions.

It is expressly agreed that said document is part of ARaymond Offers for all Products it manufactures and/or sells.

The following documents shall apply in the order shown below:

- General Terms and Conditions of ARaymond
- Client Quality Agreement of ARaymond
- Client Logistics Agreement of ARaymond

I – PURPOSE

This document defines the so-called "Quality" terms and conditions of ARaymond with regard to Products designed and produced by ARaymond as defined below.

II – DEFINITIONS

Client : means a professional having sufficient knowledges to evaluate Specifications as described in ARaymond Offer.

Quality: means all Products characteristics of ARaymond in compliance with the Specifications.

Specifications: means all Products' characteristics defined in the Specifications and especially in the Product Data Sheet and Instructions manual.

Non-conformity(ies): means non compliance of ARaymond Product with a characteristic in the Specifications.

Latent defect: means a hidden defect that the Client was unable to detect with reasonable means, at time of delivery, and which render the Product non conforming with Specifications.

Product : means a part produced under serial conditions according to Specifications.

Non compliant product(s): means any Product delivered to the Client that does not correspond to the Product as defined in the Specification due to a Non-conformity.

Technical words and expressions that are not defined in this Agreement shall have the meaning generally given in the photovoltaic industry.

III – SPECIFICATIONS SUBMITTED

Delivery of a Product is subject to the prior acceptance of Specifications by the Client. Failing this, it is expressly agreed that the first order from the Client shall be acceptance of said specifications.

These Specifications may be completed by other documents, on specific request from the Client and after prior express acceptance by ARaymond, according to specific conditions.

IV - COMPLIANCE WITH STANDARDS / LEGISLATION / RESTRICTION

ARaymond complies with regulation of country of production. If Client has expectations regarding other regulations, legislation and/or standards then Client has obligation to provide in writing such regulations/standards and updates in English language.

ARaymond will analyse such regulations and/or standards and/or updates in order to evaluate if it is acceptable to include related obligations in the scope of its supply obligations. Any silence of ARaymond following remittance of such document shall not be considered as an approval. Only a dedicated answer of acceptance in writing shall be valid.

ARaymond accords no other guarantee for the Products in respect of compliances with standards regulations or legislations other than those expressly agreed beforehand – especially the ones mentioned in the Product Data Sheet.

V – MODIFICATION OF PRODUCT / PROCESS

Any major revision or change in the Product or any major evolution in manufacturing processes by ARaymond that might have an impact on the Product's characteristics defined in the Specifications, is the subject of information to the Client with updated specifications adapted in line with the modification and/or change.

In addition, when an increase in production proves necessary within ARaymond and when its production capacity is seen to be momentarily insufficient, ARaymond reserves the discretionary right for possible implementation of the following solutions:

- increase of its production time schedules,
- use of subcontracting.

In this respect, in the case of subcontracting, in order to keep the same process and maintain the same quality level, ARaymond, at its option,

which the Client acknowledges and accepts, may, depending on the circumstances, be caused to take the following measures:

- selection of subcontractors
- use of tools/moulds in possession of ARaymond,
- use of the same raw material specified by ARaymond,
- use of the same control plan and inspection resources supplied by ARaymond or equivalents,
- use of the same internal control supporting documents supplied by ARaymond or equivalents,
- use of the same forms of packaging and identification supplied by ARaymond,
- traceability ensured with raw material batch no.

VI - IDENTIFICATION, TRACEABILITY

ARaymond has put in place a standard management system with the objective of the identification and traceability of Products.

Said standard management system does not enable ARaymond to systematically identify Products by any special label or quality record (such as quality certificates). It is expressly agreed that, if a Customer had such a specific requirement out of the standard, then ARaymond may accept said requirement according to specific terms and conditions such as the invoicing of additional costs.

VII – "QUALITY" RECORDS, ARCHIVES

ARaymond has records relating to the inspection of Products and monitoring of processes corresponding to every delivery. The Client may make express application in writing to ARaymond to obtain a copy of said record. ARaymond shall offer specific terms and conditions to the Client, enabling it to obtain them. It is understood that the acceptance of said records, submitted by ARaymond, further to the ARaymond proposal, constitutes an acceptance by the Client of said terms and conditions.

For information, said records are archived for the following periods of time after production of related Products :

- 5 years minimum for standard products .

VIII – QUALITY OBJECTIVES

1. "Quality commitment"

Industrial bulk production of Products, despite the provisions relating to quality such as defined and implemented, are subject to phenomena that cannot be totally controlled, in particular for economical reasons, which makes it impossible to commit to a so-called "zero defect" result.

2. Treatment of Non-conformities

In compliance with the ARaymond General Terms and Conditions, in the event of the Product's Non-conformity, except with regard to lead-times, the delivery note needs to be initialised by the Client and must contain reservations in order to be taken into account.

When Client decides not to do any incoming inspection then it is expressly agreed that Client shall assume all liabilities regarding this practice. Indeed it is Client obligation to ensure all checking necessary to use the Product is done and therefore this practice shall not increase ARaymond liability. In this case, any Non-conformity observed by the Client must be communicated to ARaymond by registered letter with advice of receipt within 24 hours of its detection. It is expressly agreed that such an application relating to a presumed Non-conformity must be accompanied by all the elements essential to its treatment by ARaymond, such as, for example, but not limited to, a picture of the Product identifying the suspected Non-conformity, elements of traceability, conditions of use, etc...

It is expressly agreed that, if said conditions are not met, ARaymond shall not be subject to any obligation for the treatment of said Non-conformity unless a waiver is made in writing.

On receipt of a notice of Non-conformity, ARaymond undertakes to analyse this. The Client has to underline the Non compliant products by providing all data and information it has. ARaymond will make a complete analysis of information to confirm or reject elements underlined by Client are non conforming to Specifications. Following such examination, the following terms and conditions shall apply:

- a) If the Non-conformity is not demonstrated and not confirmed by ARaymond, no compensation whatsoever, including financial, shall apply.
- b) If the Non-conformity is demonstrated and confirmed by ARaymond, ARaymond undertakes to implement the necessary corrective and preventive precautionary actions and to provide a response on treatment of the Non-conformity in the form of a standard ARaymond report of type "8D". By way of non limitative example, sorting

operations are considered to be precautionary actions. The start of sorting and/or rework operations are subject to prior written acceptance of ARaymond. Any exemption from use of the 8D type ARaymond supporting document must be the subject of prior acceptance in writing from ARaymond. If it should occur that ARaymond uses the Client's supporting document without said prior acceptance in writing, it is expressly agreed that said practice would not constitute an amendment of this agreement.

IX – COSTS OF NON-CONFORMITIES

For any demonstrated Non-conformity, in compliance with Article IX – 2, ARaymond may at its option, after prior agreement in writing, assume responsibility for certain of the following costs:

- the cost of Products in replacement of non-compliant Products,
- the cost of transport, etc. associated with the return of non-compliant Products,
- the cost of sorting and/or rework operations carried out by the Customer and/or other service providers selected by the Client, on batches that may have Non-compliant Products according to Article VI . In this respect, it is understood that the number of hours deemed necessary and the sorting methods including acceptance resources and criteria implemented shall be subject to prior agreement in writing between the Parties.

In any event, all other costs, expenses, losses such as administrative processing of the Non-conformity, losses in productivity, losses relating to assembled Products, handling costs, special sorting equipment are never subject to an assumption of liability by ARaymond.

It is expressly agreed that any invoicing related to the costs of Non-conformities is only processed after closure of the actions on said proven Non-conformities in compliance with the provisions above. In this respect, no debit note shall be automatically accepted under the General Terms and Conditions of ARaymond.

X - CONFIDENTIALITY

The Parties mutually agree to a general obligation of confidentiality covering the elements or documents exchanged including, in particular, the reports of discussions, audit results, performance results, plans, data, on any medium whatsoever (hereinafter referred to as the "Information"), in the context of drawing up and executing these agreements.

Subcontractors are not considered as third party as soon as they have similar confidentiality obligations to the previous one.

XI – INTELLECTUAL PROPERTY

Any Information disclosed by ARaymond belongs exclusively to ARaymond.

By the use of Information the Client acknowledges and accepts

- (1) that an item of Information is covered by Industrial/Intellectual Property rights and/or constitutes know-how and,
- (2) that said Information is submitted as a loan for use and is limited to appraisal by the Client.

Without the express agreement of A Raymond beforehand, no licence or termination of rights other than those defined above is conferred and in

particular, but not exclusively, it is not permitted to make copies or presentations to third parties to the Client, nor the design of any element to the Product based on the Information.

In the event of non compliance with said stipulations, the Customer shall indemnify ARaymond against all direct and indirect losses that may result from said non compliance.

The Client guarantees that its drawings, its Specification and their conditions of implementation do not use Intellectual/Industrial Property rights or know-how owned by a third Party. The Client insures ARaymond against any action, claim, proceedings, dispute arising from a third Party together with the direct or indirect consequences of any action under civil and/or criminal liability resulting in particular from an action relating to counterfeiting or unfair competition.

XII - LIABILITIES

The liability of ARaymond is strictly limited to compliance with the Specifications.

The liability of ARaymond is excluded for Non-conformities

- (1) arising from materials supplied by the Client,
- (2) resulting directly or indirectly from a design realized or an intervention due to the Client,
- (3) due to the specifications or recommendations of the Client refused by A Raymond but imposed by the Client,
- (4) resulting from the use of technical documents, or other data issued by the Client.

The liability of ARaymond is limited to damages such as defined specifically in article X. ARaymond shall not in any circumstances be obliged to pay compensation for consequential or collateral losses. Penalties and compensation payments that may be paid have a fixed value of compensation. The civil liability of A Raymond is limited to the amount of the selling price of the batch to which belongs the Non compliant product. The Client stands surety for the waiver of recourse of its insurers or of third parties in contractual relationship with it, against A Raymond or its insurers, above and beyond the limits and exclusions established above.

ARaymond liability is strictly limited to damages described in article X and ARaymond will never assume indirect or immaterial damages. Only direct foreseeable and certain damages will be assumed. All payments done by A Raymond, within the limit of A Raymond insurance terms and conditions up to the limit paid by this latter, will be considered as final and will not authorize any further claim.

ARaymond shall not be held responsible in the event of Non-conformity in the event that this is the direct or indirect effect of a case of force majeure. It is expressly agreed that events of force majeure shall in particular mean those retained by laws or case law, including unforeseeable accidents or incidents of any kind and affecting production.

Acknowledgement of receipt
(In case of separate sending)

To be returned to:

ARaymond Energies
To the attention of Quality department
123 rue Hilaire de Chardonnet
ZI Technisud
38100 Grenoble France

I, the undersigned, *first name & name* duly authorized to represent *company name* , acknowledges having received ARaymond's document named « client Quality Agreement » and accept all the stipulations with unconditional acceptance.

For the company Name

NAME & TITLE	SIGNATURE	DATE