

Note on the model contract: The placeholders will be completed with your personal information after the order. You agree to the personalized contract by paying the purchase price, respectively in the case of donated panels by fully signing the contract (cf. GTC).

Agreement for the Purchase and Installation of Solar Panels and Roof Sublease

between

Solarify GmbH
CHE-254.185.516
Hünibachstrasse 77a
3626 Hünibach, Switzerland

(hereinafter referred to as **Solarify**)

and

[First name] [Last name]
[Address]
[Post code] [City/Town]
[E-Mail]

(hereinafter referred to as **Purchasers**)

(Solarify and Purchasers hereinafter also referred to individually and/or jointly as the **Party** and/or **Parties**)

Recitals

- (A) Solarify sells solar panels to persons, installs and operates the solar panels sold as part of a photovoltaic system on properties owned by third parties and sells the electricity generated by the photovoltaic systems (and relevant certificates of origin) to third parties in accordance with this Agreement.
- (B) The Purchasers intend to purchase solar panels from Solarify and to have these solar panels installed by Solarify as part of a photovoltaic system on the property with the insurance number 323 on the plot No. 923/Holderbank, Schachen 291, 5113 Holderbank, and the property with the insurance number 271 on the plot No. 922/Holderbank, Schachen 291, 5113 Holderbank, as well as the connecting structure between the properties with the insurance numbers 291, 323, 176A and 176B on the plot No. 923/Holderbank, Schachen 291, 5113 Holderbank owned by Holcim Technology Ltd, CHE-108.813.148, Grafenauweg 10, 6300 Zug (hereinafter referred to as **HTEC**) and to have the electricity generated by the photovoltaic system (as well as the relevant certificates of origin) sold by Solarify to HTEC or fed into the public grid (hereinafter referred to as the **Roof Project**).
- (C) For this purpose, Solarify has entered into an agreement with HTEC on 29.12.2020 for the transfer of use of roof areas as well as for the supply of electricity (hereinafter referred to as the **Supply Agreement**; refer to Annex (C) to this Agreement).
- (D) Solarify intends to install and operate a photovoltaic system on the roof areas of each of the properties in accordance with the terms of the Supply Agreement and to supply the electricity generated by the photovoltaic systems to HTEC.
- (E) Solarify intends to allow the Purchasers the use of the roof areas of the properties in accordance with the terms of this Agreement, as well as to purchase and acquire the electricity generated by the PVAs.

In consideration of the foregoing, the Parties enter into the following Agreement:

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1. Purchase of solar panels

- 1.1 Solarify hereby sells to the Purchasers [number] solar panels as specified in Annex 1 to this Agreement (hereinafter referred to individually as **Solar Panel** or collectively as **Solar Panels**).
- 1.2 The total purchase price for the Solar Panels is CHF [amount] (CHF 751 per panel) including VAT (hereinafter referred to as the **Purchase Price**).
- 1.3 The Purchasers must pay the Purchase Price to Solarify by bank transfer within 20 days of submitting the order or online via PostFinance when submitting the order.

[Option for donated panels: The Solar Panels are donated to the Purchasers. The [name of the donor] must pay the Purchase Price by bank transfer to Solarify within 20 days of submitting the order.]

- 1.4 The Parties agree that Solarify installs and operates the Solar Panels as part of a photovoltaic system on the leased property (as defined in Clause 2 below) instead of handing them over to the Purchasers (*constitutum possessorium*; Article 924(1) of the Swiss Civil Code (CC)).
- 1.5 Solarify guarantees the function and a performance of the Solar Panels of at least 80% of the nominal output over the contract period of 30 years. Provisions are made for the replacement of Solar Panels that may be necessary under this guarantee (see Clause 4.2 below).

2. Subletting the roof area

Based on the Supply Agreement and the authorisation to sublet contained therein, Solarify sublets to the Purchasers the area on the leased property (as defined in the Supply Agreement) required for the installation and operation of the Solar Panels for the intended use (as defined in the Supply Agreement) (hereinafter referred to as the **Leased Property**). The Purchasers hereby confirm that they acknowledged the contents of the Supply Agreement and undertake to comply with all of Solarify's obligations as the principal tenant under the Supply Agreement. The sublease is included in the fee pursuant to Clause 4.3.

3. Installation of solar panels

- 3.1 Solarify undertakes to install the Solar Panels within 18 months after payment of the Purchase Price as part of a photovoltaic system on the Leased Property or to have them installed by third parties.
- 3.2 The installation of the Solar Panels is included in the Purchase Price.

4. Operation of the solar panels

- 4.1 Solarify operates the Solar Panels as part of a photovoltaic system for the Purchasers and sell the electricity generated by the Solar Panels to HTEC and/or to the local electricity supplier. If possible, Solarify also sells the certificates of origin for the ecological added value of the Solar Panels.
- 4.2 Solarify shall keep separate accounts for each photovoltaic system. It shall record the gross revenue from the sale of the electricity generated and the certificates of origin for the ecological added value of the Solar Panels (hereinafter referred to as **Gross Revenue**) as well as maintenance expenses and shall create provisions for major replacement expenses.
- 4.3 Solarify must transfer to the Purchasers within 30 days from the end of each quarter an amount equal to 85% of the Gross Revenue of the Solar Panels less maintenance expenses and provisions (hereinafter referred to as the **Net Revenue**) by bank transfer. Solarify retains 15% of the Net Revenue as remuneration for its work. A positive maintenance/provision balance at the end of the contract will be split in the same ratio (85% to 15%) between the Purchasers and Solarify.

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- 4.4 The Purchasers acknowledge that the Gross Revenue is dependent on many factors, such as insolation, temperature and market prices. Solarify does not guarantee any specific Gross or Net Revenue.
- 4.5 The Purchasers can view the performance of the Solar Panels online.
- 4.6 The Purchasers acknowledge that all Solar Panels of the photovoltaic system in which the Solar Panels are installed will be aggregated and invoiced according to the number of Solar Panels for the purpose of invoicing pursuant to Clause 4.3.

5. Insurance for the solar panels

Solarify is responsible for insuring the Solar Panels against property damage and for obtaining liability insurance. The (pro-rated) premiums are deducted from the Gross Revenue as maintenance costs.

6. One-off remuneration

- 6.1 The Purchasers authorise Solarify to apply for the one-off remuneration under the Energy Act of 30 September 2016 (EnA; *Energiegesetz vom 30. September 2016 – EnG*) or other governmental and/or private one-off subsidies. The application is included in the Purchase Price. Any payment received will be passed on in full to customers by Solarify (also refer to the residual value table).
- 6.2 The Purchasers authorise Solarify to register the panels for further public or private funding or measures. Relevant regular payments are included in the Gross Revenue in accordance with the chapter “Operation” above.

7. Entry into effect, term of contract, termination, withdrawal

- 7.1 This Agreement will become effective upon payment in full of the Purchase Price, that is, at the time that such payment has been received in Solarify’s account.

[Option for donated panels: Provided that the Purchase Price has been paid in accordance with Clause 1.3, this Agreement will enter into effect when it has been signed in its entirety.]

- 7.2 The regular term of contract is 30 years from the beginning of the next quarter (31 March, 30 June, 30 September, 31 December) after the commissioning of the photovoltaic system in which the Solar Panels are installed. Solarify will inform the Purchasers in writing as soon as it learns of the date on which the photovoltaic system in question will be commissioned. If the term of the Supply Agreement is extended in accordance with its Clauses 6.3 and/or 19.1, the term of this Agreement will be extended accordingly.
- 7.3 Each Party may terminate the Agreement at the end of any quarter (31 March, 30 June, 30 September, 31 December) by giving three (3) months’ notice by letter or e-mail.
- 7.4 Solarify may withdraw from the Agreement within eighteen (18) months from the date of payment of the Purchase Price against reimbursement of the Purchase Price unless there is a sufficient number of other buyers or Solar Panels for the Roof Project.

8. Rights and obligations upon termination of the Agreement

- 8.1 In the event that this Agreement is terminated as a result of the expiry of the regular term of contract in accordance with Clause 7.2 (hereinafter referred to as the **Condition**), the Solar Panels and all associated components will become the property of Solarify free of charge. The Purchasers hereby transfer to Solarify the unrestricted, unencumbered title to the Solar Panels and all associated components upon fulfilment of this Condition. A separate transfer of possession of the Solar Panels to Solarify is not required, as HTEC is in possession of the Solar Panels on behalf of Solarify (instruction of possession; Article 924(1) of the Swiss Civil Code (CC)).

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8.2 If this Agreement is terminated by either Party in accordance with Clause 7.3, the Purchasers have the right to either:

- a) have the Solar Panels dismantled by Solarify, for which the Purchasers bear all costs; or
- b) sell the Solar Panels with all associated components to Solarify at the residual value at the time of termination of the Agreement in accordance with the residual value table in Annex 8.2, less an administrative fee of 5% on the residual value (hereinafter referred to as the **Residual Value**). The transfer of ownership of the Solar Panels from the Purchasers to Solarify is concurrent with payment of the Residual Value within 60 days of termination of the Agreement;
- c) if this Agreement is terminated by the Purchasers in accordance with Clause 7.3, the Purchasers may transfer ownership of the Solar Panels to a third party on condition that the third party succeeds to this Agreement with all rights and obligations of the Purchasers and provides Solarify with its address and account details. The buyer may reject the third party within 20 days of notification by the Purchasers without stating reasons, in which case the options pursuant to subclauses a) to c) are again open to the Purchasers.

9. Right of purchase of Solarify

9.1 Provided that:

- (a) HTEC exercises its option under Clause 6.3 a) of the Supply Agreement (or does not exercise it or does not exercise it within the time limit, in which case Clause 6.3 a) also applies); or
- (b) the Supply Agreement is terminated in accordance with Clauses 18.5, 18.6 or 18.7 of the Supply Agreement

(hereinafter referred to as the **Solarify Right of Purchase Event**), the Purchasers hereby grant Solarify (or its legal successors) a right to purchase the Solar Panels against payment (hereinafter referred to as the **Solarify Right of Purchase**).

9.2 Solarify may exercise the Solarify Right of Purchase vis-à-vis the Purchasers by letter or by e-mail to the (e-mail) address listed in the recitals of this Agreement.

9.3 If Solarify exercises the Solarify Right of Purchase, the Purchasers will sell and transfer ownership of the Solar Panels to Solarify concurrently against payment of the Residual Value in accordance with the residual value table in Annex 8.2 at the time of termination of the Supply Agreement. The Purchasers undertake to inform Solarify in writing of the account details for the transfer of the Residual Value immediately after receiving notification that Solarify is exercising the Solarify Right to Purchase. Title to the Solar Panels will pass to Solarify upon payment of the Residual Value to the bank account designated by the Purchasers. A separate transfer of possession of the Solar Panels to Solarify is not required, as HTEC is in possession of the Solar Panels on behalf of Solarify at the time that the right of purchase is exercised (instruction of possession; Article 924(1) of the Swiss Civil Code (CC)).

10. Right of purchase of HTEC

10.1 On condition that the Supply Agreement is terminated in accordance with Clause 18.8 of the Supply Agreement (hereinafter referred to as the **HTEC Right of Purchase Event**), the Purchasers hereby grant HTEC (or its legal successors) a right to purchase the Solar Panels against payment (hereinafter referred to as the **HTEC Right of Purchase**).

10.2 HTEC may exercise the HTEC Right to Purchase vis-à-vis the Purchasers upon learning of an occurrence of the HTEC Right to Purchase Event by letter or by e-mail to the (e-mail) address listed in the recitals of this Agreement.

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10.3 If HTEC exercises the HTEC Right of Purchase, the Purchasers will sell and transfer ownership of the Solar Panels to HTEC concurrently against payment of the Residual Value in accordance with the residual value table in Annex 8.2 at the time of termination of the Supply Agreement. The Purchasers undertake to inform HTEC in writing of the account details for the transfer of the Residual Value immediately after receiving notification that HTEC is exercising the HTEC Right to Purchase. Title to the Solar Panels will pass to HTEC upon payment of the Residual Value to the bank account designated by the Purchasers. A separate transfer of possession of the Solar Panels to HTEC is not required, as HTEC is in possession of the Solar Panels at the time that the right of purchase is exercised (*traditio brevi manu* (conversion of possession)).

11. Restriction of the right of disposal

The Purchasers undertake to transfer ownership of the Solar Panels to third parties only in accordance with Clause 8 to 10 and not to encumber the Solar Panels with any rights in rem or obligations propter rem without the consent of Solarify.

12. Disclaimer

Solarify is liable only for damage caused by gross or wilful negligence. Any liability of Solarify for vicarious agents is hereby excluded to the extent permitted by law.

13. Addresses

If the addresses or e-mail addresses of a Party listed in the recitals of this Agreement change, the Party concerned shall notify the other Party of this change immediately in writing by letter.

14. General provisions

14.1 The Parties will assign this Agreement with all rights and obligations (including Clause 13.1) and with prior written notice to the other Party to any successors in title.

14.2 Amendments or supplements to this Agreement require written agreement between the Parties.

14.3 The assignment of rights of a Party under this Agreement requires the written consent of the respective other Party.

14.4 If any provision of this Agreement is or becomes invalid or unenforceable, the validity of the remaining provisions of this Agreement will in no way be affected. In the event, the Parties undertake to replace the invalid or void provision of this Agreement by a valid provision which corresponds to the content of the invalid or void provision to the extent legally permissible.

14.5 This Agreement is governed exclusively by Swiss law.

14.6 The exclusive place of jurisdiction for all legal disputes in connection with this Agreement (including the question of its formation and validity) is Holderbank AG.

Annexes:

Annex C – Supply Agreement

Annex 1 – Specifications of solar panels

Annex 8.2 – Residual value table

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[Option for donated panels:]

Hilterfingen, on [Date of Order]

Solarify GmbH

Aurel Christian Schmid

Raimund Neubauer

City/Town:

Date:

[Name of Purchasers]

E-Mail: _____

Account details for payment of revenues:

IBAN: _____

Bank: _____

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Annex C – Supply Agreement

Link:

https://solarify.ch/wp-content/uploads/2021/03/2020-12-Vertrag-zw.-HGSX-und-Solarify-GmbH-final_EN.pdf

Annex 1 – Specifications of solar panels

Link:

https://solarify.ch/wp-content/uploads/2021/03/Anhang-1---Spezifikation-Solarpanels_EN.pdf

Anhang 8.2 – Residual value table

It is expected that the non-recurrent remuneration will be paid out by the federal government after approx. 1-2 years. Since the exact date is unknown, two residual value tables are listed. 1. before payment of the non-recurrent remuneration and 2. after payment.

Explanation model contract: The initial value is linearly depreciated to 0 over the entire contract period (corresponds to a decrease in value of 3.33% of the initial value per year).

Operating Year	Quarter	Value before payment non-recurrent remuneration	Value after payment non-recurrent remuneration
	Initial Value	CHF 751	CHF 630
Year 1	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 2	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 3	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 4	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]

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Year 5	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 6	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 7	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 8	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 9	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 10	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 11	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 12	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 13	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]

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	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 14	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 15	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 16	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 17	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 18	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 19	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 20	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 21	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]

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Year 22	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 23	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 24	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 25	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 26	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 27	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 28	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 29	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
Year 30	1Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	2Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]

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	3Q	[RESIDUALVALUE1]	[RESIDUALVALUE2]
	4Q	0.0	0.0