

General Sales Conditions and warranty

The following terms, together with such terms as are set forth on the Price List, Order Form, Offer, Confirmation of Order or Invoice, plans, specifications or other additional terms as are approved in writing by Soltec, shall constitute the entire contract between Soltec and the Buyer. The conditions contained herein shall take precedence over any other conditions and no contrary, additional or different provisions or conditions shall be binding on Soltec unless expressly accepted by Soltec in writing. Any quotation provided by Soltec does not constitute a firm offer and may be changed or revoked at any time. Such quotation, including calculations and descriptions made or supplied by Soltec ("Quotation") shall remain Soltec's property and Buyer agrees that such information contained in the Quotation is confidential and shall not be disclosed or otherwise used without Soltec's express prior written consent. This contract replaces any other preceding agreement between the parties relating to the sale of goods or provision of services. By placing the order, the Buyer accepts in full these General Sales Conditions. By accepting such conditions the Buyer acknowledges that he has the skills, capabilities, tools and staff to install properly Soltec products, according to Soltec's instruction manual and aligned with general and local regulations and best practice standards, hence becoming an authorized reseller of Soltec products.

1. Prices

- 1.1. Prices provided on Soltec's Price List, Order Form, Confirmation of Order or Invoices are expressed in Euros. The prices do not include any applicable VAT or other taxes.
- 1.2. Any discounts for distribution and reselling of Soltec products shall be agreed in writing. Except as explicitly mentioned otherwise on Soltec's Price List, Order Form, Confirmation of Order or Invoices or as otherwise agreed upon in writing by Soltec and Buyer, the price stated on the valid Soltec's Price List, Order Form, Confirmation of Order or Invoices is net without any deductions whatsoever.
- 1.3. All additional costs, including (but not limited to) charges for freight, packing, carriage, insurance, customs duties, fees for export, transit, import and any other permits and certificates as may be necessary, shall be borne by the Buyer.
- 1.4. If charges for packing, freight, carriage, insurance, customs duties or other additional costs are separately stated on Soltec's Price List, Order Form, Confirmation of Order or Invoices and included in the price stated thereon, Soltec reserves the right to adjust its price should the costs on which such additional charges are based be modified.
- 1.5. The supply of Soltec products not included in the price list, should take place only after Soltec has provided a quote directly on the customer's request.
- 1.6. Soltec reserves the right to change prices in case of altered quantity, color, size, or any other facts that are the basis for price calculation.

- 1.7. The Buyer may not legally claim the right of retention of payment of the price or of the delivery of the goods, and he cannot make any exceptions or raise any counterclaims, unless Soltec substantially breaches its obligations, despite a written warning of the Buyer, and does not provide adequate guarantee.

2. Taxes and duties

- 2.1 Unless otherwise agreed in writing, Soltec's prices are exclusive of any federal, state or local taxes or other other taxes which may now or hereafter be applicable to the transaction, the products, their sale, their value or their use or to any services performed in connection therewith.
- 2.2 The Buyer agrees to pay or reimburse any such taxes which Soltec or Soltec's subcontractors or suppliers are required to pay. Buyer shall furthermore be responsible for the import of the products into the country of delivery, if delivered outside of Slovenia.

3. Sales promotion

- 3.1. The Buyer, whereas this is a reseller or distributor to Soltec, agrees to use his best efforts to promote the sale of the products within his territory in and shall protect Soltec's interests with the diligence of a responsible businessman.
- 3.2. The Buyer shall provide and maintain an adequate organisation to promote sales and, where appropriate, after-sale service, with all necessary means and personnel, in order to ensure the fulfilment of his obligations throughout the territory.
- 3.3. The Buyer undertakes to strictly conform to the Soltec's marketing policy, especially with regard to the choice of products and their performance and the distribution channels, which must in any case be adequate for the trademark image of Soltec.
- 3.4. The Buyer shall take part, at his own expense, in the main fairs and exhibitions in his territory. Soltec reserves however the option to participate directly to any fair or exhibition in the territory and in such case the parties will bear their respective expenses.
- 3.5. The Buyer shall be responsible for all advertising necessary to adequately promote the Products within the territory. He agrees to regularly advertise and publicise the products as well as Soltec's name and trademarks in the territory. Any advertising and promotion regarding Soltec and/or the products shall be in strict accordance with the indications given by Soltec, in order to warrant that it conforms in all respects to the company's image and marketing policies.
- 3.6. Any advertisement materials regarding the products issued by the Buyer, including their presentation through Internet, shall strictly conform to Soltec's guidelines and must receive the prior approval of Soltec. The costs of all advertising and sale promotion activities shall, unless otherwise agreed, be borne by the Buyer.
- 3.7. The Buyer may advertise the products and/or his activity as reseller or distributor of Soltec's products on Internet, provided he informs Soltec so that the latter can check that such advertising conforms to his trademark image. The costs of such advertising will be borne, unless otherwise agreed, by the Buyer.

4. Soltec's support to the Buyer

- 4.1. Soltec shall provide the Buyer, at cost price, with all documentation relating to the products (brochures, price-lists, catalogues, etc.) needed by the Buyer for carrying out his commitments under the contract.
- 4.2. If such documentation needs to be translated in the language of the Buyer's country or otherwise adapted to the requirements of such country, the Buyer will carry out such translations or adaptations at his costs.
- 4.3. Unless otherwise agreed, any documentation expressly made for the Buyer's country shall be at the Buyer's charge.
- 4.4. At the end of this contract the Buyer shall return to Soltec any advertising material or other documentation provided to the Buyer which is still in the Buyer's possession.

5. Buyer's obligations to report market conditions

- 5.1. The Buyer shall with due diligence keep Soltec informed about his activities, market conditions and the state of competition (e.g. features and prices of competing products, marketing actions of competing firms, etc.) within his territory. He shall furthermore answer any reasonable request for information made by Soltec.
- 5.2. The Buyer shall further keep Soltec informed about the laws and regulations in force in the territory to which the products must conform (e.g. labelling, technical specifications, safety requirements, etc.) and shall require in the name and on behalf of Soltec any authorization which might be necessary for distributing or selling the products in the territory.
- 5.3. The Buyer shall further send an annual report on his activities.

6. Terms of Payment/Reservation of Title

- 6.1. Except as otherwise provided on the face of Soltec's Invoices or Confirmation of Order, payment shall be due all in advance prior to dispatching of products.
- 6.2. If Buyer does not observe the agreed dates of payment, Buyer shall, without any requirement of a formal notice from Soltec, pay interest to Soltec on overdue amounts from the date(s) due, at the rate of eight (8) percent per annum or any interest rate that is due on the basis of applicable local law. Payment of such interest does not release Buyer from its obligation to make payments when due.

- 6.3. Buyer shall not be entitled to any setoff of claims or retention rights ("Counterclaims"), unless such Counterclaims are based on claims or rights against Soltec that are either: (a) undisputed or (b) legally binding with final force and effect and non-appealable.
- 6.4. If, in the judgment of Soltec, the financial condition of Buyer, at any time during the manufacturing period or at the time the products are ready for dispatch, does not justify the continuance of the work to be performed by Soltec hereunder or the terms of payment specified, Soltec may require full payment in advance as well as in the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws.
- 6.5. Soltec shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges and expenses.
- 6.6. Soltec's rights under this paragraph are in addition to all rights available to it at law or in equity. Orders being placed and relevant terms of payment shall remain as specified, if the transportation, delivery, installation, commissioning or taking possession of the products or services is/are delayed or prevented due to reasons beyond Soltec's control, or if parts are missing, but to be supplied within a reasonable period of time.
- 6.7. In the event that any payment or payments are not made by Buyer in accordance with the terms or as may be otherwise agreed upon, Soltec, at its option, may terminate the underlying contract, and be entitled to claim damages.
- 6.8. The products shall be identified in the specific contract and risk of loss shall pass to Buyer when the products are placed in the hands of a carrier. Title to the products shall not pass to Buyer until all the amounts due to Soltec in respect of the delivery, including any interest and costs, have been paid.
- 6.9. Goods can only be returned with the express prior written approval of Soltec. The cost of transporting and processing returned goods (incoming goods, inspection including packaging, storage, etc.) will be borne by the Buyer.

7. Production Time/Delivery Time

- 7.1. Soltec products are intended Ex-Works EXW Incoterms 2010 (International Commercial Terms), company seat: Soltec d.o.o., Obrtna ulica 9, Dobova, Slovenia.
- 7.2. Soltec shall not be liable for any loss or damage to Buyer resulting from any delay in delivery.
- 7.3. Production time for any Soltec products starts when the Buyer has confirmed the offer in writing and technical plans and has provided advanced payment according to these General Sales Conditions.
- 7.4. The due date(s) on Soltec's Price List, Order Form, Confirmation of Order or Invoices are approximate and shall be reasonably extended if:
- (a) information required by Soltec from Buyer to execute the order is not received in a timely manner;
 - (b) if changes to the Order are agreed upon by Soltec and Buyer;

(c) Soltec is not able to make timely production by reason of hindrances which, despite due care, Soltec cannot avoid (inclusive of those occurring in the works of its major suppliers or third parties), such as epidemics, pandemics, act of civil or military authority, mobilization of armed services, war, riots, strikes, boycotts, picketing, lock-outs or other disturbances, machinery breakdowns, accidents, labor conflicts, delayed or deficient delivery of necessary raw materials or semi-manufactured and manufactured products, the need to scrap important components due to defective casting, official or other measures of whatever kind, transport difficulties, natural catastrophes, and any acts of God;

or (d) if Buyer or a third party is behind schedule with work which it has to carry out, or late in fulfilling its contractual obligations (including, but not limited to failure by Buyer to observe the terms of payment).

- 7.5. Soltec shall not be liable for any loss or damage to Buyer resulting from any delay in production, except as noted below.
- 7.6. Buyer shall be entitled to cancel an order already being placed or refund of advanced payments or damages for delay in production, only if it can prove that said delay has been caused by direct fault of Soltec and that Buyer has suffered a loss as a result of such delay.
- 7.7. Notwithstanding anything to the contrary, damages for delayed production shall in no cases exceed one-half (1/2) of one percent (1%) for every full week of delay and shall in no case whatsoever exceed a total of five percent (5%) of the sales price Ex-Works of that portion of the supplies which have been delayed. In no event shall any damages be due to Buyer for the first two (2) weeks of any delay.
- 7.8. It is the Buyer responsibility to take over the goods upon delivery and to inspect them. The Buyer will sign the bill of delivery with acknowledgment of receipt stating its name. The Buyer can authorize someone else to represent them in order to take over the goods.

8. Modification of Orders

- 8.1. Orders being placed may be revoked or modified by the Buyer only with written permission of Soltec. Changes to the original order being placed have to be communicated in writing and are subject to Soltec's acceptance. When the production for carrying out the order has already started prior to the modification or revocation of the order, the Buyer shall be charged with the cost of the material purchased or produced and which can no longer be used in relation to the modified or revoked order. Changes to any given order that is approved by Soltec automatically leads to an extension of the production time of the same order.

9. Soltec's Trademarks - Unfair competition – Confidentiality

- 9.1. The Buyer acting as a reseller or distributor to Soltec shall use Soltec's trademarks, trade names or any other symbols (hereafter «Trademarks»), but only for the limited purpose of advertising the sale of the products and identifying himself as a reseller or distributor of Soltec, such use of the Trademarks being made in Soltec's sole interest.

- 9.2. Any use of the Trademarks on advertising materials or on any other materials addressed to third parties or on Internet (especially on the Buyer's web site, if any) shall require the prior written consent of Soltec.
- 9.3. The Buyer agrees neither to register, nor to allow or favour the registration by third parties of any of the Trademarks (nor of any trademarks, trade names or symbols which are confusingly similar to the Trademarks), in the territory or elsewhere.
- 9.4. He furthermore agrees not to include the Trademarks in his own trade or company name.
- 9.5. The Buyer shall inform the Supplier, as soon as he gets notice of it, about any acts of unfair competition or infringement of Soltec's Trademarks or other intellectual property rights (e.g. patents) by third parties and concerning the Products. He shall also assist Soltec in defence of his rights in the territory.
- 9.6. The Buyer shall not reveal either during the currency of this contract or after its termination or expiration Soltec's trade or commercial secrets or other confidential information (e.g. technical data regarding the products, discount policies, general conditions of sale, warranty conditions, etc.) that has come to his knowledge through his activities as reseller or distributor of Soltec, and agrees not to use such secrets or confidential information for purposes other than those of the present contract.

10. Warranty

- 10.1. Soltec warrants that the products will adhere to Soltec's description and that the specifications will be the kind and quality described in the contract and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear on the date of delivery, Soltec shall, in complete fulfillment of its liabilities under this warranty, if given written notice by Buyer, correct by repair or replacement, at discretion of Soltec.
- 10.2. The Buyer acknowledges that there may be deviations in the color of the delivered goods compared to the sample shown in Price List, Soltec's documentation or presented photos or material, and that slight color deviations may occur when the surface is enameled. Such deviations do not give the Buyer the right to any claim or demand for the annulment of agreement or to refuse delivery and/or payment of the products.
- 10.3. Soltec can arrange the transport of the products upon request, on behalf of the Buyer and at his risk and costs.
- 10.4. Buyer shall be obliged to inspect the Products upon delivery: inspection shall regard amongst others appearance, status, quantity and size of products. Within ten (10) days after delivery and before installation, the Buyer will report to Soltec about any visible defects or damages or non-conformity of parts and products, marking them on the delivery note and report them to Soltec.
- 10.5. Defects or damages or non-conformity, including any possible missing parts, which are reported at a later date will not be accepted by Soltec and, except for any latent defects, any failure to inspect the products within this period shall be deemed as an acceptance of the products.
- 10.6. Date of delivery starts when the products leave Soltec's facility on an Ex-Works basis. Latent defects shall be sent to Soltec by the Buyer via registered mail or the official e-mail address immediately after discovery and no later than one (1) month from delivery. Any complaints made at a later date will not be accepted.
- 10.7. Buyer shall fully cooperate with Soltec and make the products available for inspection if so requested by Soltec, by supplying photographic evidence and/or returning defective components on the address of Soltec. In no event will Soltec be responsible for providing access to the defective part or parts or for the disassembly, removal, or reinstallation of the products or components thereof.

- 10.8. The warranty contained in this section will terminate immediately if Buyer or a third party undertakes inappropriate or improper use, modification or repairs or if Buyer, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify Soltec in writing of its obligations to remedy such defect.
- 10.9. Correction of nonconformities in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Soltec to the Buyer, whether based on contract, negligence or otherwise, with respect to such products. The warranty provided for in this Section shall not be applicable if Buyer is in arrears with any payments due.
- 10.10. Returns of goods, for any reason due, must first be authorized by Soltec and, unless otherwise agreed, sent to the headquarters of Soltec at the expenses of the buyer.
- 10.11. Soltec assumes no responsibility or liability for any accidents caused to third parties or direct and indirect damages to property during the installation phase, as well as any direct and indirect damages to goods caused by improper installation.
- 10.12. Soltec shall not be liable in any civil, criminal and/or administrative proceedings for the damage caused by unauthorized use of the products and/or following their use outside the parameters of performance specifically provided for each specific type of product.
- 10.13. Warranty of Soltec's product is applicable as follows:

BIOCLIMATIC PERGOLA AGAVA		OTHER PRODUCT/PROJECTS Blinds, Roller Blinds, Sliding/folding panels, Sunbreakers
Structure	5 Years	2 years
Motors	2 Years	
Led lights	1 Year	
Electronic parts	2 Years	
Fabrics	2 Years	
Other parts and components	2 Years	

- 10.14. The Buyer acknowledges and accepts that the value of the components that have to be replaced under warranty because recognized as originally defective, decreases in time, with the exception of motors and automation (control units, transformers and other possible electronic parts), which is calculated according to the following depreciation parameters:

1st and 2nd year 100% of the value;

3rd year 60% of the value;

4th year 40% of the value;

5th year 20% of the value.

- 10.15. The warranty is limited to the repair or replacement at the expense and choice of Soltec of the parts affected by faults and/ or defects and/or non-compliant with the advised quality.
- 10.16. The customer is not entitled to claim any other compensation or damages from Soltec, such as installation costs, travel expenses and salaries. Installation and maintenance of goods must always be performed in accordance with the Installation manual and User manual instructions.
- 10.17. Furthermore, resellers of Soltec products are responsible to perform the installation as well as any further maintenance as needed and instruct the final user according to the Instructions Manual.
- 10.18. Qualified personnel must be appointed to carry out any electrical connections, grounding and any intervention on the electrical systems and any interventions carried out by unauthorized personnel invalidate the warranty relieving Soltec from any liability arising in any way.
- 10.19. Warranty cannot be claimed in case of damage to goods from improper use and / or inadequate maintenance. Incorrect use can be understood as any abuse, dangerous handling, incorrect or compulsive use and improper repair or modification.
- 10.20. Soltec's warranty does not apply in case of damages caused during harmful environmental conditions, riot, civil commotions or war, transport or storage, errors caused by unauthorized repairs by third parties and in case for any malfunctions or damages caused by parts that have not been approved by Soltec's technical department.
- 10.21. The warranty also does not apply in the event of improper use or installation, in case of damages caused by painting, drilling, corrosion, saltiness, temporary or permanent change in environmental factors, installation for purposes others than the ones the product was designed for. Soltec shall not be liable for direct, indirect, incidental or consequential damages such as, but not limited to, loss of profits or revenue, damage or loss of other property or Products or cost of capital.
- 10.22. The remedies of Buyer set forth herein are exclusive and Soltec's liability with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the cost of the Products or part on which such liability is based.

11. Governing law

- 11.1. This contract shall be governed by and construed in accordance with the laws of the Republic of Slovenia, without any regard to this country's or any other jurisdiction's conflicts of law principles.
- 11.2. Buyer and Soltec stipulate and agree that the court of competent subject matter jurisdiction for the city of Krško, Slovenia shall have jurisdiction and both parties agree that such venue is proper in such courts for all actions or proceedings with respect to these General Sales Conditions.