

SOLAIR GROUP
General Terms and Conditions of Delivery and Service

1. SCOPE

SOLAIR GROUP General Terms and Conditions of Delivery and Service shall apply to all deliveries and services of SOLAIR GROUP, as well as companies affiliated with SOLAIR GROUP (Hereinafter collectively referred to as "**SOLAIR GROUP**"). SOLAIR GROUP shall not recognize any contrary or deviating terms and conditions of the party placing the order unless SOLAIR GROUP explicitly agreed to their validity in writing. The SOLAIR GROUP General Terms and Conditions of Delivery and Service shall apply even if SOLAIR GROUP makes deliveries or provides services to the party placing the order without reservation despite being aware of contrary or deviating terms and conditions of the party placing the order.

2. OFFERS

1. Offers made by SOLAIR GROUP are subject to confirmation in all respects. The information contained in printed material, offered in the order confirmation, as well as diagrams, descriptions and drawings, data on dimensions and weight are only approximate values, unless they have been explicitly referred to as binding. Cost estimates only contain approximate values, meaning that they are not binding.
2. Diagrams, drawings, sketches and other documents shall remain the exclusive property of SOLAIR GROUP. The party placing the order is prohibited from copying or reproducing them, disseminating them to third parties or disclosing them without SOLAIR GROUP's written consent. Any breaches in this respect shall give rise to an obligation to pay damages. All of the above mentioned documents must be returned to SOLAIR GROUP immediately on request.
3. Demonstrations and tests performed on the premises of the interested party by SOLAIR GROUP's representatives, specialists or technicians shall be performed exclusively for the interested party's own account and at its own risk. SOLAIR GROUP shall only be liable for any damage pursuant to section 12.7.

3. SCOPE OF DELIVERY

The scope of the delivery and service obligation shall be governed by the written order confirmation issued by SOLAIR GROUP. Any amendments, supplements or oral agreements of any kind shall only be effective if they have been recognized in writing by SOLAIR GROUP in the order confirmation. Insofar as SOLAIR GROUP is to make deliveries and perform services on the basis of technical documents and drawings, only those technical documents and descriptions provided to the party placing the order by SOLAIR GROUP or confirmed by SOLAIR GROUP in writing, as set out in the relevant index, shall apply.

4. SCOPE OF SERVICE

1. The details regarding the nature and scope of services to be performed by SOLAIR GROUP shall be based on the relevant SOLAIR GROUP offer, the testing and check lists available at SOLAIR GROUP in each case and the relevant valid SOLAIR GROUP work schedules. The services include
 - consultancy and engineering
 - diagnosis and troubleshooting
 - assembly and installation
 - commissioning and inspection
 - measurements
 - training
 - as well as all other service and maintenance services.
2. As a general rule, the testing of tools and machinery relates exclusively to SOLAIR GROUP tools and machinery. SOLAIR GROUP only performs services on other tools and machinery of other manufacturers if this has been explicitly agreed between the Parties.

5. EXCLUSION OF DELIVERY AND SERVICE

SOLAIR GROUP is not obliged to make deliveries or provide services under this Agreement if the performance of the Agreement would contravene valid relevant laws or administrative provisions. This applies especially in respect of import and export controls, including all relevant US sanctions laws or if necessary official approvals, authorizations or permits associated with the export or import of the delivery item are not granted to SOLAIR GROUP, its suppliers or a third party contracted by SOLAIR GROUP to perform the Agreement or are revoked. The same applies in the event of changes to valid laws or administrative provisions within the meaning of the above, meaning that SOLAIR GROUP, its suppliers or a third party contracted by SOLAIR GROUP is prevented from processing the order or if the processing of the order would give rise to an unreasonable public or civil law liability risk. Claim for damages on the part of the party placing the order or any agreed contractual penalties are excluded insofar as SOLAIR GROUP is not exclusively responsible for the abovementioned delivery and service impediments.

6. PRICES

1. Prices are subject to confirmation and are quoted in USD. The prices are based on calculations performed using the material prices, wages and costs that apply on the day on which the offer is made or the order confirmed. Volatile prices shall be adjusted accordingly at the end of the commitment period. The prices offered only apply to the individual order in question. The agreement of a fixed price shall require an explicit written agreement.
2. If no prices are specified in the offer or agreed, the current SOLAIR GROUP price lists for deliveries and services in the area in question shall apply.
3. SOLAIR GROUP products that are not listed or products with nonstandard or intermediate dimensions are subject to a price surcharge due to the special manufacture that is to be agreed before the order is issued. If no such agreement is reached or if it is impossible to precisely determine the prices, the prices shall be determined based on the cost price incurred plus an appropriate profit surcharge.
4. If deliveries are made or services provided more than 9 months after the delivery date set out in the order confirmation and if the party placing the order is responsible for this delay, SOLAIR GROUP is entitled to adjust the prices appropriately in the event of changes to the list prices and/or material, wage or other costs in the meantime.

5. The prices are on an ex works (EXW) SOLAIR GROUP (Inco terms) basis, plus packaging, freight, postal charges, insurance and other expenses, as well as statutory valid added tax. The same applies in the event that partial or express deliveries have been agreed.
6. SOLAIR GROUP is not responsible for typographical or clerical errors made in any quotations, orders or any publications.

7. PAYMENTS

1. As a general rule, invoices shall only be issued once, but, in the event that multiple copies are requested, shall be issued in no more than three copies. Any fees, stamp duties and other levies incurred shall be invoiced in each case. The invoices shall be issued in USD, namely on the day of the delivery or service provision.
2. In the absence of any special agreement, payments for deliveries - including for partial deliveries - are to be transferred, without any deductions, to one of the accounts specified on the invoice, namely as follows: 1/3 deposit within 7 days of receipt of the order confirmation, 1/3 deposit within 7 days of the party placing the order being informed that the delivery item is ready for dispatch and the remainder within 30 days of the party placing the order being informed that the delivery item is ready for dispatch, so that SOLAIR GROUP has access to the invoice amount, without any losses being incurred, on the due date.
3. In the absence of any special agreement, payments for services - totaling 100% of the invoice amount - are to be transferred, without any deductions, to one of the accounts specified on the invoice immediately upon receipt of the invoice.
4. If, in derogation of section 7.1, payment is to be made in a currency other than USD, the amount shall be settled following deductions for any resulting costs.
5. The payment obligation has not been satisfied until SOLAIR GROUP can freely access the full invoice amount.
6. Payment instructions check and bills of exchange shall only be accepted subject to a special agreement and only as payment, but not in lieu of fulfilment, taking into account all collection fees; re-negotiation and prolongation are not considered as fulfillment either. Any discount charges shall be borne by the party placing the order. SOLAIR GROUP assumes no liability for the timely presentation, protesting and return of bills of exchange that have not been honored.
7. In the event that the payment deadlines are not met, default interest at a rate that is 18% above the basic interest rate published as valid by the United States bank shall be charged without any need for a notice of default to be issued. SOLAIR GROUP is also entitled, in the event of default in payment, to demand advance payment for outstanding deliveries and to commission a collection agency. Any costs incurred in this respect shall be borne by the party placing the order.
8. The withholding of payments, insofar as they do not relate to the same contractual relationship, is excluded, as is any offsetting against counter-claims of the party placing the order insofar as these are not uncontested or have not been established. SOLAIR GROUP is authorized to use incoming payments to settle other credit items in the party placing the order, even if instructions to the contrary are issued.
9. If the party placing the order fails to meet its payment and insurance obligations or the obligations resulting from the reservation of title on the part of SOLAIR GROUP, if it stops making payments or if a petition has been filed for insolvency proceedings to be initiated with respect to its assets, SOLAIR GROUP has the right to withdraw from the Agreement. All costs resulting from the withdrawal from the Agreement shall be borne by the party placing the order. In such cases, the party placing the order must return the delivery item without delay.
10. The party placing the order is obligated to raise any objections to the invoice amount shown in the invoice within 14 days in writing. Objections to the invoice amount shall only suspend the limitation period that applies to the invoice receivable to the extent to which the party placing the order is entitled to assert claims and raise objections.
11. If the goods are not collected without delay once notification has been issued that they are ready for dispatch, the party placing the order shall bear all of the resulting storage and insurance costs.

8. DELIVERY DATE AND TIME OF SERVICE PROVISION

1. The timely notification of the fact that the item is ready for dispatch shall be decisive in respect of adherence to the delivery date or deadline. The delivery deadline shall be calculated from the day on which the order confirmation is issued until the time at which notification is issued that the item is ready for dispatch. Adherence to the delivery date or the delivery deadline is subject to the provision that the party placing the order has fulfilled its contractual obligations, in particular the receipt of all of the proper documentation to be supplied by the party placing the order and its clearance. The delivery period shall not be calculated until the documents have been received in full.
2. The delivery deadline shall be extended, without the party placing the order being entitled to assert claims of any kind as a result, by an appropriate period in the event of measures in connection with labor disputes, in particular strike and lock-out, or in the event of unforeseen obstacles that are beyond SOLAIR GROUP's control, to the extent that it can be proven that such obstacles will have a material impact on the completion or delivery of the delivery item. Circumstances of this nature shall not be the responsibility of SOLAIR GROUP even if they occur during a pre-existing delivery delay. In this respect, the question as to whether the unforeseen obstacles occur in the factory of SOLAIR GROUP itself or in the businesses of its subcontractors and other suppliers shall be irrelevant. In the event of such obstacles, the delivery period shall be extended accordingly. The same applies in the event that the agreed payment terms and conditions are not adhered to, or if official or other third-party authorizations required for the execution of deliveries are not received on time.

9. RESERVATION OF TITLE

1. The delivery item shall remain the property of SOLAIR GROUP until the price has been paid in full, including any subsidiary claims and the redemption of any bills of exchange issued on account of payment. The reservation of title shall remain in force for as long as SOLAIR GROUP has claims against the party placing the order, be it resulting from the ongoing business relationship or in connection with the delivery item, in particular for repair work, replacement deliveries or the delivery of accessories.
2. The party placing the order may only sell the delivery items subject to the reservation of title on with the SOLAIR GROUP's consent. It assigns all claims the buyer(s) as a result of the further sale to SOLAIR GROUP in advance. The party placing the order is entitled to collect this receivable, without prejudice to SOLAIR GROUP's right to collect the receivable itself. SOLAIR GROUP shall not, however, disclose the assignment as long as the party placing the order fulfill its obligations.
3. SOLAIR GROUP is entitled to demand that the party placing the order informs it of the assigned receivable and the corresponding debtors and that it provides it with all of the information required for collection, submits the corresponding documents and informs the debtor of the assignment.
4. The party placing the order is obligated to keep the delivery item in proper condition for the duration of the reservation of title, have any necessary repair work performed and take out insurance for the item against fire, water, burglary, theft and machinery breakdown. The party placing the order may not use any goods that have not been paid for in full as collateral third parties.

5. If the delivery item is combined with other items in such a way that it becomes a key component of the item to be viewed as the main item, the party placing the order assigns pro rata co ownership rights to the main item, which the party placing the order will hold in custody for SOLAIR GROUP, to SOLAIR GROUP in advance. In the event that items are sold on, the provisions set out in the above sub-sections shall apply accordingly.
6. If the value of the security exceeds SOLAIR GROUP's claims or the party placing the order by more than 20%, SOLAIR GROUP is obliged, upon the request of the party placing the order, according to the latter's choice, to release securities to which it is entitled in a corresponding amount.

10. PACKAGING AND DISPATCH

1. In the absence of any written agreement to the contrary, the packaging (boxes, screws, packaging material, etc.) shall be selected by SOLAIR GROUP with the utmost care. The packaging shall be charged by SOLAIR GROUP. There shall only be an obligation to take back packaging if SOLAIR GROUP has explicitly agreed to do so in writing and only based on the terms and conditions set out in this agreement.
2. The dispatch shall be at the risk of the party placing the order. This applies even if carriage-paid delivery has been agreed. The party placing the order is free to take out goods in transit insurance.
3. If dispatch is delayed for reasons for which the party placing the order is responsible, the risk shall pass to the party placing the order starting from the day on which the item in question is ready for dispatch.
4. SOLAIR GROUP shall not provide compensation for delivery items that are lost or damaged during transportation on the basis of a new order for which the valid prices shall be charged, unless SOLAIR GROUP has assumed the transportation risk by way of an agreement.
5. The party placing the order must inform SOLAIR GROUP of any deviations from the order, dispatch note or invoice immediately in writing after receipt of the delivery items. Otherwise, the delivery shall be deemed approved.
6. In the absence of any special agreements, SOLAIR GROUP is entitled to choose the dispatch method at its own discretion. SOLAIR GROUP shall not assume any liability for the cheapest form of dispatch. Goods in transit insurance shall only be taken out at the explicit request of the party placing the order and on the latter's account.

11. WARRANTY

1. SOLAIR GROUP shall be liable for defects affecting the delivery item manufactured by SOLAIR GROUP, to the exclusion of further claims, as follows:
 - a) SOLAIR GROUP shall assume liability for defects affecting the delivery item or workmanship for a period of 12 months (defect notification period). In the event of defects affecting the delivery item, the rights of the party placing the order shall be limited to subsequent performance in the form of the rectification of the defect or the replacement of the components that are sent in with components that are free of defects, as SOLAIR GROUP chooses. If SOLAIR GROUP refuses to provide subsequent performance with definitive effect, or if the subsequent performance measures are unsuccessful, the party placing the order can opt to either reduce the contract price or withdraw from the Agreement. SOLAIR GROUP is entitled to demand that the delivery item or the component which is claimed to be defective is sent to the factory from which the delivery was made. If the delivery item is defective, SOLAIR GROUP shall assume the necessary transportation, travel, labor and material costs to an appropriate extent. Any additional expenses incurred because the delivery item has been moved to a location other than the branch to which it was delivered shall not be assumed unless SOLAIR GROUP knew that this was in line with the use of the item in accordance with its intended purpose. SOLAIR GROUP can opt to have the defect rectified either by its own employees or by a company commissioned by it. No compensation shall be provided for the costs of repair work performed by third parties that is commissioned by the party placing the order without the explicit consent of SOLAIR GROUP. Replacement parts shall become the property of SOLAIR GROUP. The party placing the order must grant SOLAIR GROUP the necessary time and opportunities to make all of the changes that SOLAIR GROUP deems necessary, as well as to deliver replacement machinery or replacement components.
 - b) Used machinery shall be sold and delivered without any liability for defects. An immediate inspection prior to the conclusion of the agreement is strongly recommended, as subsequent objections shall not be acknowledged.
 - c) If the agreement does not explicitly refer to the acceptance of the delivery items, the party placing the order must inspect incoming delivery items without delay and raise objections to any defects that it identifies. If defects are not identified until later on during the defect notification period within the meaning of section 11.1
 - a), the party placing the order shall report these, too, in writing without delay. If it fails to fulfill these obligations, the party placing the order shall lose any rights resulting from the defect.
 - d) The defect notification period for replacement components and subsequent improvement shall be 3 months from the time of delivery/subsequent improvement; this period shall run at the very least until the expiry of the original defect notification period within the meaning of section 11.1 a) for the delivery item.
 - e) In the event of unjustified objections based on defects that give rise to extensive inspections, the costs of such inspections may be invoiced to the party placing the order.
 - f) The claims based on defects shall lapse if the delivery item has been altered by the party placing the order or third parties or by the incorporation of third-party components, or if the party placing the order fails to follow the instructions issued by the factory from which the delivery was made regarding the handling of the delivery item (instructions for use) and, in particular, fails to perform the prescribed checks and maintenance work properly or to have such checks/work performed properly, unless the party placing the order can prove that this did not cause the damage. The same applies if damage occurred due to incorrect information provided at the time the order was placed.
 - g) The party placing the order has the right to accept the components ordered on SOLAIR GROUP's premises to prevent subsequent complaints.
2. SOLAIR GROUP shall be liable for defects affecting the service performed, to the exclusion of further claims, as follows:
 - a) The party placing the order shall inform SOLAIR GROUP in writing of any defects relating to its services within 2 weeks of the services being performed. It shall report any other defects within 2 weeks of becoming aware. Defects that are reported too late cannot be taken into account.
 - b) SOLAIR GROUP shall perform subsequent improvement measures without delay if justified defect notices are made in respect of services.

12. LIABILITY

Irrespective of the legal grounds, SOLAIR GROUP shall only be liable to pay damages:

1. in the event of willful intent,
2. in the event of gross negligence on the part of executive bodies or executive management,
3. in the event of culpable injuries to life, body or health,
4. in the event that SOLAIR GROUP concealed with intent to deceive,
5. in the event SOLAIR GROUP has assumed a guarantee for a particular feature and properties of the delivery item or the service,
6. in the event as SOLAIR GROUP has assumed a guarantee that the delivery item or the service shall retain a particular feature or property for a specific period of time, and
7. in the event of defects affecting the delivery item or the service, as liability is established pursuant to for bodily injury or physical loss or damage to privately used objects. In the event of a culpable breach of material contractual obligations, SOLAIR GROUP shall be liable even in the event of gross negligence on the part of non-executive employees and in the event of simple negligence, although in the latter case, this shall be limited to the contract-typical, reasonably predictable damage. Material contractual obligations are obligations that protect key contractual legal positions of the party placing the order whose provision is the very object of the agreement based on its content and purpose; furthermore, contractual obligations whose fulfillment is a prerequisite for enabling the proper fulfillment of the agreement in the first place and in which the party placing the order may normally trust are also deemed to be material. Any further-reaching claims to damages are excluded.

13. DELIVERY AND ASSEMBLY

1. In the absence of any other contractual provisions, the costs associated with the assembly and commissioning of delivery items shall be invoiced. The costs shall include the travel and waiting times of the employees in question, the costs of return travel, accommodation, daily travel to and from the place of assembly and/or commissioning, as well as all material, tools, hired equipment, etc. required to perform the work.
2. Insofar as SOLAIR GROUP has to store tools or other material on the premises of the party placing the order for the purposes of assembly and commissioning, the party placing the order shall be liable in full for these tools and material.
3. Insofar as SOLAIR GROUP has provided advance notice in this respect, the party placing the order must make all of the equipment, lifting devices, erecting equipment, lift trucks, cranes, etc. required for the assembly and commissioning available in a timely fashion and free of charge. The party placing the order is responsible for ensuring that staff members who are authorized to operate the equipment (lift trucks, cranes, etc.) are available during the assembly and commissioning period, namely for as long as the SOLAIR GROUP employees work in each case if necessary. SOLAIR GROUP shall assume no liability for damage caused by faulty equipment, lifting devices, erecting equipment, lift trucks, cranes or by the staff members of the party placing the order.
6. Insofar as the party placing the order fails to fulfil its contractual cooperation obligation in respect of assembly and commissioning, or fails to fulfill this obligation in full, the party placing the order shall bear all costs resulting from any delays.

14. WITHDRAWAL

1. SOLAIR GROUP has the right to withdraw from the Agreement at any time SOLAIR GROUP notices that it is unable to continue the agreement under conditions stated without any penalties.

15. GOVERNING LAWS

Jurisdiction and Venue: In the event of litigation between the parties concerning the order or any product shipped to Buyer hereunder, such action shall be governed by the laws of Florida, U.S.A. Venue shall be in Miami Dade County, Florida, and the action shall be brought in the Florida or federal courts of appropriate jurisdiction. Customer agrees to pay all cost of collections, including reasonable attorney's fees and costs in the event payment is not paid and this matter is placed with an attorney for collections whether suit is brought or not.

16. INSPECTION

Buyer shall inspect the product(s) promptly after receipt and shall notify SOLAIR GROUP Inc. in writing of any claims, including claims of breach of warranty within fifteen (7) days after Buyer discovers or should have discovered the facts upon which the claim is based. Failure of Buyer to give written notice of a claim within the inspection time period shall be deemed to be a waiver of a claim, for defective products, a waiver of the right to reject the goods, and conclusive proof that the product(s) were received by Buyer without defect(s).