

# SOLERS Ltd.

## Terms and Conditions

Terms and conditions (Effective January 1, 2020)

1. General - The Terms and Conditions set forth below are legally binding the purchaser ("Purchaser") and SOLERS Ltd. or its affiliates and/or subsidiaries ("SOLERS") which sell Purchaser goods. Purchaser and SOLERS have reviewed and understood all clauses of this T&C, and are willing to be bound by such T&C.
2. Prices - Unless otherwise stated, all quotations are made for immediate acceptance. SOLERS reserves the right, upon giving notice to Purchaser at any time prior to shipment to adjust prices in circumstances of sudden high- impact changes in foreign exchange rates or material cost or likewise. Orders given to or accepted by salespeople or agents are subject to approval and formal acceptance by the related sales office of SOLERS. Only formal quotations on SOLERS official letterhead with authorised signature(s) will be recognised.
3. Shipment - Unless otherwise indicated, all shipments are ex factory of SOLERS. SOLERS provides standard packaging which is fit for truck transportation. Special packaging required by Purchaser may give rise to an added cost which will be reflected in the invoice as a higher unit price or as a separate line item.
4. Force Majeure - SOLERS shall not be liable for delay in carrying out its obligations if such delay caused by the occurrence of war, sabotage, embargo, riot, terrorism, fire, earthquake or any other natural disasters or social catastrophes which are beyond control of SOLERS.
5. Acceptance - Purchaser has responsibility to inspect goods received immediately or promptly within a reasonable time. No claims for shortage or overcharge will be allowed unless such claim in writing received by SOLERS within 10 days after Purchaser takes custody of the goods delivered.
6. Returns - Under no circumstances will SOLERS accept returns from Purchaser unless Purchaser has obtained a written approval from SOLERS and all conditions incorporated into the approval are satisfied.

7. Rescheduling, Changing and Cancellation - No Rescheduling, Changing or Cancellation is allowed without Purchaser's written request and SOLERS's written consent. All conditions incorporated into the consent, including but not limited to reimbursing SOLERS all costs of accommodating Purchaser's request, should have been satisfied if such request from Purchaser is granted.
8. Limited Warranty - Standard warranty period for all products is 12 months upon the goods exiting SOLERS factories. Products found defective through faults of workmanship or materials will be replaced by non-defective goods, or credit will be allowed at invoice price at the option of SOLERS. Repaired goods are warranted for the unexpired portion of the original warranty period.
9. Limitation of Liability - The aforesaid replacement or credit shall be the sole liability of SOLERS for any cost, damages, injury or other loss arising from any defective product. In no case will SOLERS allow charges for labor, expense, or special, incidental or consequential damages associated with the aforesaid product.
10. Payment Terms - a) Unless a credit period is expressly permitted by SOLERS, payment is due on delivery. b) No anticipation is allowed for invoices with a credit period. c) A charge of 1.5% per month (18% per annum) will be made on overdue invoices; d) SOLERS is entitled to all costs of collection, including but not limited to reasonable attorneys' fees.
11. Transfer of Title - All items shipped remain property of SOLERS until payment has been received in full.
12. Entire Agreement - Terms and Conditions set forth herein shall not be affected by any other terms and conditions in any other documents of Purchaser or implied by any personnel of SOLERS.
13. Severability - Any provision that is found to violate any law shall be deemed deleted and the balance of this contract shall be enforceable.
14. Governing Laws and Jurisdictions - Contracts between Purchaser and SOLERS shall be governed by the laws of the country (or the place) where SOLERS has the legal entity which has signed the contracts.
- \* Contracts signed by SOLERS Zhongshan Manufacturing Ltd., China shall be interpreted by the laws of the People's Republic of China and enforced by courts of law in China. Any dispute arising out of the

aforesaid contracts will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”).

- \* Contracts signed by SOLERS Ltd., Hong Kong shall be interpreted by the laws of Hong Kong and enforced by courts of law in Hong Kong. Any dispute arising out of the aforesaid contracts will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of SIAC.
- \* Contracts signed by SOLERS SRL., Romania shall be interpreted by European Laws and enforced by courts of law in Romania. Any dispute arising out of the aforesaid contracts will be referred to and finally resolved by arbitration in Switzerland in accordance with the Swiss Rules of International Arbitration administered by the Swiss Chambers’ Arbitration Institution (SCAI).
- \* Contracts signed by SOLERS Inc., USA shall be interpreted by laws of Wisconsin, USA and enforced by courts of law in Wisconsin, USA.
- \* Contracts signed by Progressive Image Inc., USA shall be interpreted by the laws of Wisconsin, USA and enforced by courts of law in Wisconsin, USA.
- \* Contracts signed by SOLERS Ltd., Israel shall be interpreted by laws of Israel and enforced by courts of law in Israel. Any dispute arising out of the aforesaid contracts will be referred to and finally resolved by arbitration by arbitration in Israel in accordance with the Arbitration Law administered by the Israeli Institute of Commercial Arbitration (IICA).

•  
Applicable for:

SOLERS Zhongshan Manufacturing Ltd., China

PingPu Industrial Park, SanXiang, ZhongShan, GuangDong, 528463, China

- SOLERS Ltd., Hong Kong

1 Hollywood Road 1803, Central, Hong Kong

- SOLERS SRL., Romania

205 Calea Republicii, Bacău, 600304, Romania

- SOLERS Inc., USA

2385 S. Commerce Drive, New Berlin, WI 53151, USA

- **Progressive Image Inc., USA**  
2385 S. Commerce Drive, New Berlin, WI 53151, USA
- **SOLERS Ltd., Israel**  
Kibbutz S'ar, 19 Nachshul St. 22805, Israel