

TERMS AND CONDITIONS OF BUSINESS

1. *Provision of the Service*

1.1. The Service Provider will be submitting a Price Offer (Proposal) specifying the Service and the Contract Charges to the Client upon request. The Proposal is valid for **two (2) months** from date of issue.

1.2. Upon the receipt of the Signed Proposal by the Service Provider, the Service Provision Contract comes into force, and Service Provider shall start the provision of the Service. In addition a detailed order must be issued by the Client. The Service Provider will deliver the Service in all detail mentioned in the signed Order provided by the Client.

1.3. The Service includes the Service Provider's activity and the Service Provider' material (including designs, written or electronic documents, prototype, model, drawing, photograph, film, disc, tape or other device embodying visual images or other data provided by the Service Provider and related to the Service) as defined in the Proposal.

1.4. The Client shall supply the Service Provider with all necessary Client material or documents in time to enable the Service Provider to provide the Service. Service Provider shall have no liability for any loss or damage to them.

2. *Charges*

2.1. Overall Service Provision Contract price will be affected in EUR / EURO and laid down as follows:

- 40 % of the total contract price, to be paid as down payment by bank transfer, arriving on Service Providers account latest 14 days after the signing of the Service Provision Contract.
- 30 % of the total contract price, to be paid as down payment by bank transfer, arriving on Service Providers account latest after completion of 50% of the Project.
- 30 % of the total contract price, to be paid as down payment by bank transfer, arriving on Service Provider's account latest 14 days after the final acceptance meeting (FAT) between the Parties.

2.2. All money transfers should be made to the Service Providers' account with:

BW Bank

Bankleitzahl Blz: 60050101

Account no. 2190437

IBAN DE 60050101000219037

SWIFT code: SOLADEST600

2.3. Bank charges and costs of money transfer in the country of the Service Provider will be covered by the Service Provider, all other bank charges and costs will be covered by the Client.

2.4. Any delay in receipt of payments may result in delivery delays and in application of bank interest rate in amount of 0.05 % of contract price per day.

2.5. After successful FAT, the Service Provider will send the Client the following documents in copy and in original:

- Detailed invoice
- URS, FDS and FAT for the moulding tools
- Bill of Materials
- Qualification documents as IQ, OQ, PQ

2.6. The Service Provider will immediately confirm the Client, the receipt of down payment on his bank account and confirm delivery date.

2.7 The Client shall pay the Contract Charges as scheduled within 14 days of date of invoice.

2.8. The amount of the payment is always without VAT. VAT would come in addition if the customer cannot supply the international VAT number.

2.9 Where the Proposal includes cost estimates, Service Provider will review the requirements and confirm the cost before starting the next phase.

3. *Rights in Client Material and Service Provider Material*

3.1. The intellectual property and other ownership rights in any Service Provider material developed for the purpose of the Service shall remain the Service Provider's property.

3.2. Any Client material which is designated by the Client and any Service Provider's material shall be kept confidential by the Service Provider. All Service Provider material shall be kept confidential by the Client. The foregoing shall not apply to any material which is within public knowledge at the time when it is provided by either party and shall cease to apply if at any future time it becomes within public knowledge through no fault of the other party.

3.3. The Client warrants that any Client material and its use by the Service Provider in the Service will not infringe the rights of any third party and the Client shall indemnify Service Provider against any loss damages costs expenses or other claims arising from any such infringement.

4. *Signed Contract*

4.1. The Service Provision Contract embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior understandings and arrangements, oral or written between or among the Parties.

4.2. No amendment to or modification of or waiver to the Service Provision Contract shall be binding unless made in writing and signed by each of the Parties.

4.3. The Service Provision Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives and successors.

4.4. Nothing in the Service Provision Contract or in the relationship between the Client and the Service Provider will place the Parties in a partnership or joint venture.

5. *Termination*

5.1. Either party shall be entitled to terminate the Service Provision Contract at any time by giving not less than 14 weeks written notice in which case the Contract Charges incurred up to the date of expiry of the notice shall be invoiced on termination. All Services provided up to the date of expiry of the notice, provided in full as well as in part, will be invoiced in full to the Client.

6. *Warranties and Liability*

6.1. Wherever the Service Provider supplies or specifies in connection with the Service any third party goods materials or processes, the Service Provider does not give any warranty guarantee or other terms as to their quality fitness for purpose or otherwise.

6.2. Neither Party is liable to the other Party in connection with the Service Provision Contract for any indirect, special or consequential loss or damage, including loss of profit, loss of reputation, loss of business, stoppage time or loss or depletion of goodwill or costs in connection with recalls.

6.3. Nothing in The Service Provision Contract excludes or limits either Party's liability for death or personal injury; for fraud or fraudulent misrepresentation; or any liability which cannot legally be excluded or limited (e.g. German Product Liability Act, ProduktHG).

6.4. The Service Provider shall have no liability to the Client for any loss damage costs expenses or other claims for compensation arising from any Client material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late or non-arrival, or any other act or omission of the Client.

6.5. The Service Provider does not warrant that any product resulting from the Service meets with any standard or specification other than those expressly set out in the Proposal.

6.6. Service Provider's total aggregate liability in connection with the Service Provision Contract shall not exceed 40% of the charges paid.

7. *Force Majeure*

7.1. Time limits specified in the Proposal are estimates only. Should any Force Majeure circumstances arise (strike, fire, flood, earthquake, epidemics and other natural calamities as well as

economic sanctions) then the delivery date stipulated in the contract shall be correspondingly extended for the period of time of action of these circumstances.

7.2. The Service Provider undertakes immediately to inform by E-Mail, Letter or Telefax the Client of the beginning and cessation of the Force Majeure circumstances affecting the execution of the Contract.

7.3. If Force Majeure circumstances last longer than 6 months, the parties agree to find at that time a solution that could satisfy both of them.

8. *General*

8.1. All Enclosures and Appendices to the Service Provision Contract form an integral part thereof.

8.2. All Amendments and Addenda to the Service Provision Contract are valid only when being drawn up in writing and signed by authorized persons of both parties.

8.3. Neither of parties shall be entitled to transfer its rights and obligations under the Service Provision Contract to any third party without written consent of the other party.

8.4. All the negotiations and correspondence carried on before signing the Service Provision Contract should be considered as null and void.

8.5. The Service Provision Contract shall come into force by signing of both parties and transferred down payment arriving on Service Providers account.

8.6. Any photocopy or fax copy of this contract have equal juristic rights to originals, in case they are stamped and signed by both of the parties.

8.7. Any notice under these Terms shall be in writing addressed to the other party at its principal place of business.

8.8. No failure or delay by either party in exercising any of its rights under the Service Provision Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.9. The possible allowance by either of the Parties of any breach to the Service Provision Contract shall not be considered as a waiver to any of the breached provisions nor shall constitute a waiver of such Party's right to thereafter enforce every term or condition thereof.

8.10. If any provision of the conditions contained in this Terms and Conditions of Business is held by any competent authority to be invalid or unenforceable the validity of the other provisions shall not be affected.

8.11. Except with the written permission of Service Provider, the Client will not employ any Service Provider personnel as either employee or consultant during the performance of this Contract or within twelve (12) months from its termination.

9. *Arbitration*

9.1. The Service Provision Contract shall be governed, interpreted construed and enforced in accordance with the laws of Germany without regard or reference to any of its rules or provisions governing conflict of laws.

9.2. The Parties agree to endeavour to resolve any dispute arising out of in relation to the Service Provision Contract with good faith by amicable settlement, possibly by a mediation procedure at the Chambers of Commerce to which one of the Parties belong to.

9.3. The parties hereto agree to submit, if an amicable settlement, any and all disputes arising out of or in connection with the Service Provision Contract to the exclusive jurisdiction and venue of the Arbitration Institute of the Stuttgart Germany International Chamber of Commerce which shall be conducted in accordance of its Procedural Rules, by one Arbitrator appointed in accordance with said Rules. The final award, rendered in the English language, shall be binding upon the Parties hereto.

9.4. The seat and place of the Arbitration shall be Stuttgart (Germany).

10. *Headings*

10.1. The headings of the articles of this Terms and Conditions document have been inserted only to facilitate reference and shall not be taken into account in the interpretation of the Terms and Conditions document.