



GENERAL TERMS AND CONDITIONS FOR SALES

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1. Scope and Applicability

- 1.1. These General Terms and Conditions ("GTC") apply to all offers, deliveries, and services of Aiger Engineering Ltd. ("Seller") to its customers, unless otherwise agreed in a written contract.
- 1.2. In case of conflict, individually signed agreements shall prevail over these GTC.

2. Conclusion of Contract

- 2.1. A contract is concluded only upon Seller's written confirmation of the order.
- 2.2. All offers are non-binding until expressly confirmed in writing by the Seller.

3. Prices and Payment

- 3.1. Prices are as specified in the Seller's offer or individual contract.
- 3.2. Payments are generally structured in stages: advance payment, interim payments, and final settlement.
- 3.3. In case of late payment, statutory interest shall apply. The Seller may suspend performance until full payment is received.

4. Delivery and Transfer of Risk

- 4.1. Delivery terms are governed by Incoterms (generally FCA/EXW Plovdiv).
- 4.2. Risk passes to the Customer once the goods are handed over to the carrier or otherwise delivered as agreed.
- 4.3. If the Customer refuses or delays acceptance, the Seller may store the goods at the Customer's risk and expense.

5. Installation and Commissioning

- 5.1. Where agreed, installation and commissioning shall be carried out by the Seller's trained technicians.
- 5.2. The Customer shall ensure all required on-site conditions, including access, utilities, raw materials, and supporting personnel.

6. Warranty

- 6.1. The standard warranty is twelve (12) months or 2,100 operating hours, whichever occurs first.
- 6.2. The warranty covers defects in material and workmanship. It does not apply in cases of misuse, inadequate maintenance, or use of non-original spare parts.
- 6.3. The Seller shall, at its discretion, remedy defects by repair or replacement.

7. Liability

- 7.1. The Seller is liable only for direct damages caused intentionally or by gross negligence.
- 7.2. The Seller shall not be liable for indirect or consequential losses, including loss of production or profit.
- 7.3. Maximum liability is limited to ten percent (10%) of the delivery value.

8. Force Majeure

- 8.1. Neither party shall be liable for non-performance caused by events beyond reasonable control, including but not limited to war, strikes, epidemics, export bans, or natural disasters.
- 8.2. If a force majeure event continues for more than six (6) months, either party may terminate the contract.

9. Retention of Title

- 9.1. Delivered equipment remains the property of the Seller until paid for in full.
- 9.2. Until full payment, the Customer shall not pledge, transfer, or otherwise dispose of the goods to third parties.

10. Governing Law and Arbitration

- 10.1. All disputes shall be finally settled by arbitration under the Rules of the International Chamber of Commerce (ICC).
- 10.2. The seat of arbitration shall be Zurich, Switzerland, and the language shall be English.
- 10.3. The governing law shall be Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

11. Testing and Acceptance of Equipment

- 11.1. Equipment shall be subject to Factory Acceptance Test (FAT) and/or Site Acceptance Test (SAT), as specified in the contract.
- 11.2. The Customer shall provide, free of charge and in due time, all materials, raw products, and assistance required for testing.
- 11.3. If the Customer fails to provide such support, the Seller may procure the required items at the Customer's expense, and related deadlines shall be reasonably extended.
- 11.4. Acceptance is deemed to have occurred upon:
 - 11.4.1. signing of the acceptance protocol; or
 - 11.4.2. continuous use of the equipment by the Customer producing sellable product for more than four (4) weeks.

12. Liquidated Damages for Delay

- 12.1. If delivery is delayed due to the Seller's fault for more than two (2) weeks, the Customer shall be entitled to liquidated damages.
- 12.2. Such damages shall amount to 0.2% of the value of the delayed portion of the delivery per full week of delay, capped at a maximum of five percent (5%).
- 12.3. This constitutes the Customer's sole and exclusive remedy for delay, except in cases of intent or gross negligence.

13. Changes in Technical Specifications

- 13.1. If the Buyer requests any changes to the technical specifications or product configuration after the order has been confirmed, Aiger reserves the right to review the request and, if feasible, propose revised conditions regarding price, delivery time, and any other affected terms.
- 13.2. Such modifications shall become valid only after both parties have agreed in writing and the Buyer has received a formal confirmation from Aiger.

14. Payment Delays and Contract Termination

- 14.1. If the Buyer fails to make the due payment within two months after the scheduled date or the shipment readiness notice, Aiger may offer or sell the equipment to another customer.
- 14.2. If no new agreement is reached within ten days after that period, the contract shall be considered terminated due to the Buyer's default, and all payments made remain non-refundable.