

## GENERAL TERMS AND CONDITIONS OF SALE

1.1 The prices invoiced by HELIOAKMI are those agreed upon by the parties prior to the issuance of this invoice. The sale unit price does not include freight, insurance and other costs and expenses, related to the shipment of the goods, from HELIOAKMI facilities—transport, movement, etc. – which shall not be borne by HELIOAKMI. Any prepayment by HELIOAKMI of the freight, insurance or other costs and expenses shall be made on behalf of the buyer and shall be reimbursed by the buyer to HELIOAKMI.

1.2 The payment terms are defined on each commercial invoice.

1.3 The buyer shall, in any case, be responsible for insuring the goods for each shipment, while HELIOAKMI shall choose the transport/shipping company, unless otherwise agreed by the parties. The goods ownership shall pass from HELIOAKMI to the buyer upon full payment of the sale invoice by the buyer, regardless of the goods destination while the buyer shall bear the risk of loss or damage of the goods from their delivery, by HELIOAKMI to the transport / shipping company. The goods are shipped and travel at the buyer's responsibility and risk, even if they are shipped free of transportation cost. The unreserved receipt and/or use of the goods by the buyer shall cancel any claim on the buyer's part. At the same time, the buyer becomes "custodian" of the goods since their delivery and is solely responsible for any accident, of any nature, that may occur, while the responsibility of HELIOAKMI in case of an accident, ends from the moment that goods leave the premises of HELIOAKMI. In no case shall HELIOAKMI provide any guarantee with respect to the means of transport and no claims may be raised against HELIOAKMI for the delayed delivery or the non-delivery of all or part of the goods due to a force majeure event, including, but not limited to, labour difficulties, fires, casualties, accidents, acts of the elements, acts of God, transportation difficulties, delays by a common carrier, inability to obtain materials, raw materials or components of the Product, governmental regulations or actions, strikes, damage to or destruction in whole or part of manufacturing plant, riots, civil commotions, warlike conditions, flood, tidal waves, typhoon, hurricane, earthquake, lightning, explosion, lock-outs, or any other causes, contingencies or circumstances not subject to HELIOAKMI control and/or beyond any reasonable control, which prevent or hinder the manufacture or delivery of the merchandise. If the dispatch delays due to reasons not attributable to HELIOAKMI and with the latter's approval, the products will be stored, loaded and unloaded, if need be, at the buyer's expenses and risk. In no case shall HELIOAKMI be held responsible on this account. Such understandings shall not differentiate the payment obligations for the supply and do not constitute a modification hereof. Unless there are explicit instructions that have been duly accepted by HELIOAKMI with the order's confirmation, the delayed delivery shall never constitute a breach of the obligation on a specified date. If the agreement consists in successive deliveries and one or more deliveries are not carried out for some reason, such event shall not influence the agreement-sale with regard to the remaining deliveries.

1.4 HELIOAKMI guarantees the quality of the goods at the time of their sale and delivery to the buyer while the latter has, at the same time, been fully informed about the properties and specifications of the shipped products, their use and maintenance, the conditions and the measures concerning their safe and proper installation, operation and use of the sold products. The buyer is also fully aware of the relevant technical manuals and the terms and conditions stated in the manuals and confirms that the import, sale, distribution and installation of the products in the country of destination are in compliance with the rules, conditions and specifications set forth by the operative provisions of the law. HELIOAKMI guarantees that the Products sold to the buyer shall meet, at the time of delivery to him, with the current standard specifications of HELIOAKMI for which the Distributor is aware and has accepted them. HELIOAKMI retains the right to improve and to change the specifications of the products at any time without prior notice. HELIOAKMI provides a 5 (five) years warranty, starting as from the date of sale, for the main parts of the product (absorber body, storage tank), against any eventual leakage due to piercing (hole) according to the terms and conditions of the warranty stated in the warranty leaflet of the product and in our website [www.helioakmi.com](http://www.helioakmi.com). For the support base and all the supplied peripheral accessories which are not manufactured by HELIOAKMI is offered a 2 (two) years warranty, corresponding to the one of their manufacturers for any manufacture errors or defective materials and always according to the terms and conditions of Heliokmi warranty.

Heliokmi neither assumes nor authorizes any Distributor, representative, agent or employee of HELIOAKMI to increase or alter the terms and conditions of the warranty and/or to modify the payment terms defined on each commercial invoice.

1.5. The warranty offered by Heliokmi cease if the payment terms are not fulfilled.

1.6. Any dispute or controversy which may arise from the agreement – sale is subject to the Greek law and shall be settled by the Courts of Athens in Greece, even in case of majority of plaintiffs or plea of warranty.

The purchase of the products supplied by HELIOAKMI presupposes the acceptance of the general terms and conditions of sale.

### **From the warranty are excluded the following:**

- The breakage of collector glass for any reason including hail damage (it is recommended that the collector glass is covered by your home insurance policy).
- Damages to the tank, resulting from failure to replace the magnesium rod,

which should be replaced by the local distributor, at client's care and expenses. The distributor shall confirm the replacement of the magnesium rod, by completing each time. The period of time for the replacement of the magnesium rod can be every 6 months up to every 2 years depending on the quality of the water. It is recommended that in areas where total dissolved solids (TDS) is up to 600ppm, the magnesium rod must be replaced every two (2) years. In regions where the TDS is more than 600ppm, the magnesium rod must be replaced every year. In regions where the TDS is more than 1000ppm, the magnesium rod must be replaced every six (6) months. In areas where the total dissolved solids (TDS) is more than 600ppm it is necessary to install a filter. For this reason, it is necessary to control every year the status of the magnesium rod and if it necessary to be replaced before it is worn out. At the same time it is also recommended strongly to control the electrical resistance, the thermostat and the valves for their proper function. In areas with hard waters and water softeners a control is required at least every six (6) months. In the case of water softener it is recommended the water not to soften to zero (0 MgCaCO<sub>3</sub>/l.). It is recommended to leave a hardness more than 50 MgCaCO<sub>3</sub>/l and less than 120 MgCaCO<sub>3</sub>/l

- When the chlorides in the water exceed 250mg/l.
- Water must not be corrosive The pH in the water must be 6,5 – 9,5
- The stainless steel (INOX) tanks installed in areas with a high amount of chloride and near the sea. The stainless steel (inox) tanks are not recommended to be installed in such areas, and enamelled tanks must be used instead.
- Damages to the tank, resulting from failure to fit the over pressure limiting valve, in areas where the water supply pressure exceeds 4 Bar.
- Damages to the tank, resulting from the quality of the water.
- Damages to the tank, when the feed water of the tank derives from rivers, lakes, wells, drillings or desalination processes.
- When the electrical thermostat is set to be constantly operating at over 60°C and must not exceed this temperature.
- Installers must ensure that they select the right lightning protection devices according to the technical regulations of the country where the product will be installed.
- When the product is treated in an incorrect manner, damaged or installed from a not specialized person.
- Damages on the product caused from an erroneous installation and/or from a wrong manipulation of the product and/or its accessories.
- Damages on the product and/or its accessories caused during transportation, removal and/or due to inappropriate storage of the product.
- Damages on the product resulting from acts of God, frost, wear and tear, force majeure.
- Salt scaling in the collector (only for open circuit).
- Damages on the product resulting from frost for open circuit systems (direct type). An Open Circuit system does not have freeze protection and is not suitable for installation in areas prone to freeze conditions. This system has NO WARRANTY for freeze damage. In areas that are prone to frost / freezing or in bad water areas, a Closed Circuit system should be used.
- When for the filling of the closed circuit is used antifreeze liquid which does not have the same properties as the one supplied by HELIOAKMI (for closed circuit systems).
- The connection, adaptation, integration, incorporation or assembly of other equipment or parts that either directly or indirectly affect the operation or performance of this product.
- When the service and/or repair was made by not-specialized staff.
- When local plumbing, electrical, sanitary, urban and other regulations are not observed.
- Minor cosmetic defects.
- Fair wear and tear (for example, corrosion).
- The warranty does not cover problems related to the installation of the products; the installer must deal eventual problems related to the installation.
- Defects or damages result of an inappropriate and wrong use.

Any repair, inspection, service and replacement of any component, shall in no case result in an extension of the warranty period. Every user/buyer, that purchases a product from our company, is considered to accept the terms set forth herein, without exception.