

soltec | More light,  
more life.

sensor

LED lights

sliding panels / glass panels

sound  
system

ZIP roller  
blinds



## Technical Catalogue



### Bioclimatic Pergola Agava SL



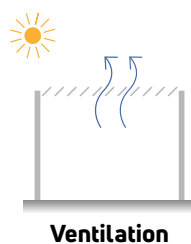
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# Outdoor living comfort

Regulate the  
**temperature**,  
control **sunlight**,

protect yourself  
from **rain\*** & **snow\***,  
extend the outdoor  
season.



## COMFORT OF PERGOLA ACCESSORIES

Personalize your pergola by choosing among many options integrated in the structure to optimize your comfort:



Lighting



Heaters



Speakers



Sliding  
Panels



Glass  
Panels



ZIP  
Rollos

# Why choose Bioclimatic Pergola Agava?

40<sup>2</sup>m

**Best value proposition for covering outdoor space up to 40m<sup>2</sup> with 5 different models to achieve best ratio price performance.**



**Strong frame reinforcement under 45° angle.**



**Frame fixation without visible screws.**



**High performance of solid profiles.**

INOX

**All standard parts and screws are in inox.**



**Customer support and education.**



**Simple and fast installation.**



**Simple ordering system and tracing of the project via web configurator.**



**Complete support from design to production and installation of bigger custom made projects.**



**Patent roof solution.**

## DESIGN & INNOVATION

Our design office is constantly on the lookout for new products and improvements in order to offer you perfectly suited products at the right price. Our attention to detail makes it possible for us to create pergolas with careful finishes:



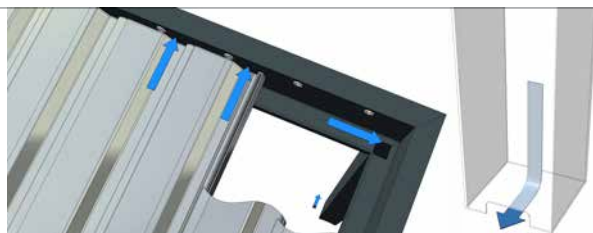
**Invisible fixings**



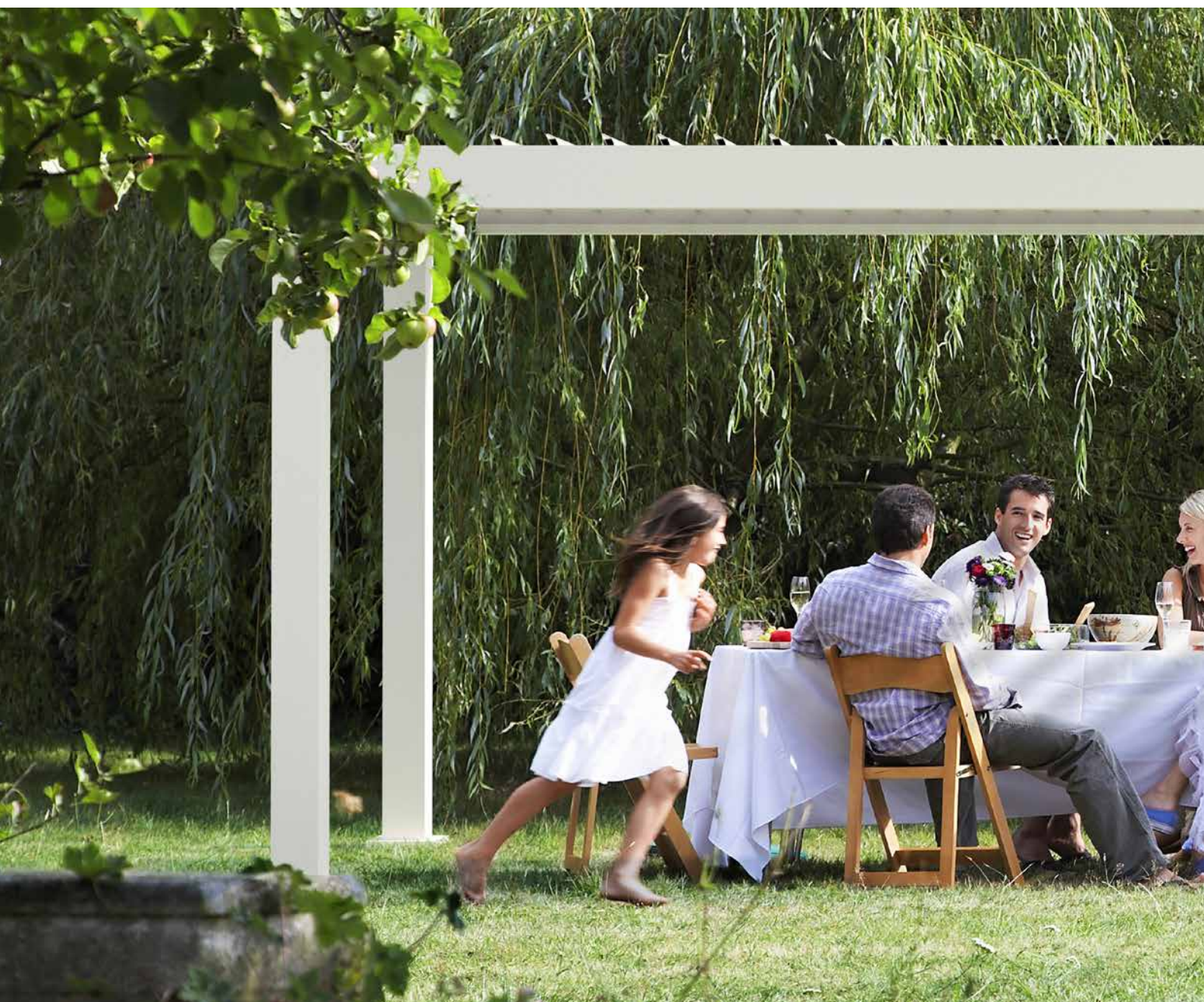
**LED lights incorporated in the blades**

**Evacuation of water concealed in the structure**

**Different options of water evacuation**



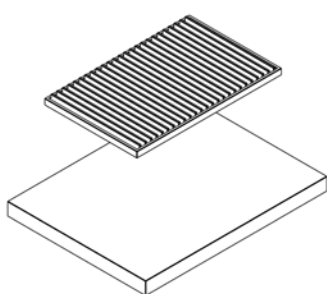




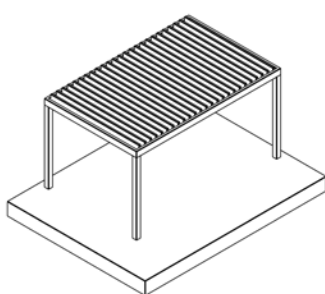




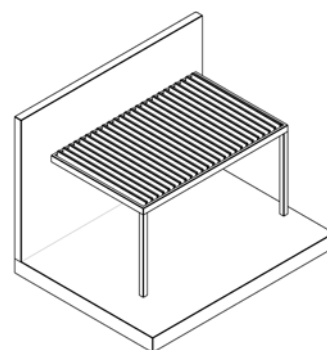
# Configurations



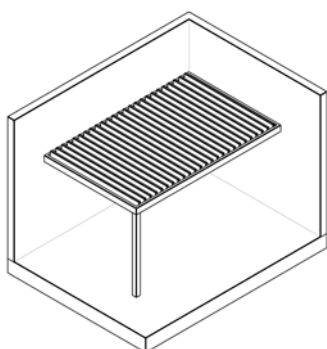
**TYPE 0**  
No poles



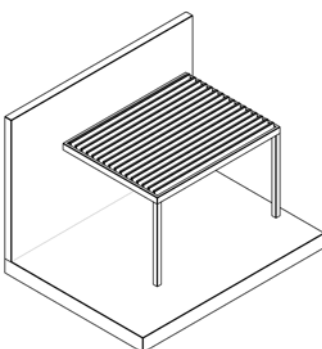
**TYPE 1**  
Self-standing



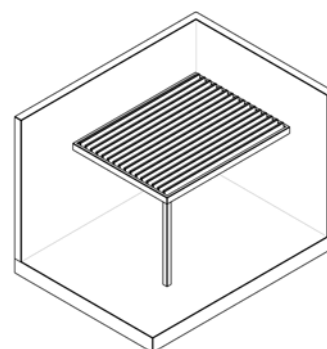
**TYPE 2**  
Wall-mounted blades  
perpendicular to wall



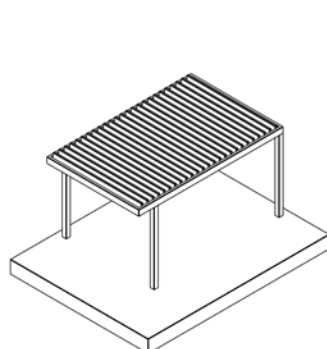
**TYPE 3**  
Wall-mounted on two sides  
blades perpendicular to wall



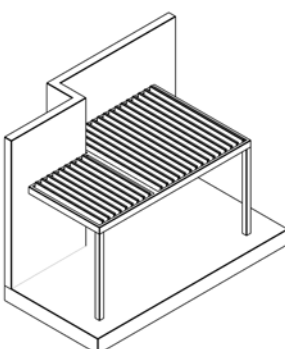
**TYPE 4**  
Wall-mounted blades  
parallel to wall



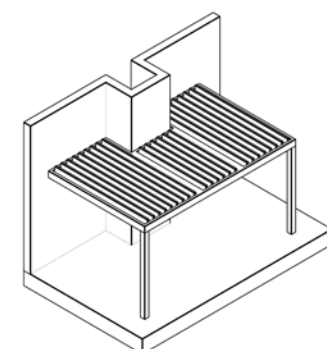
**TYPE 5**  
Wall-mounted blades  
parallel to wall



**TYPE 6**  
Self-standing  
poles off-center








**TYPE 7**  
Wall-mounted blades  
perpendicular to wall



**TYPE 8**  
Wall-mounted blades  
perpendicular to wall

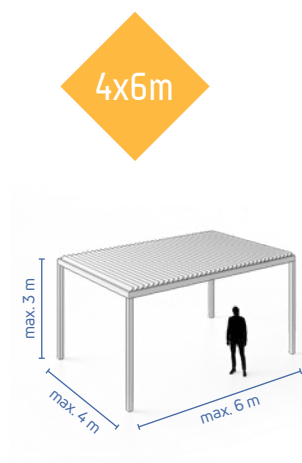


# Colours

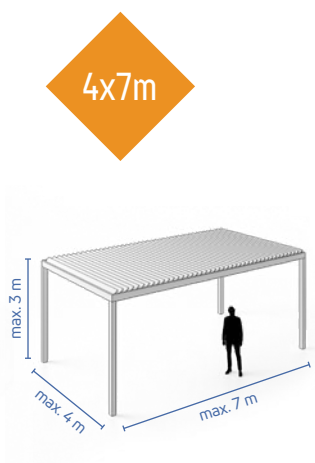
	Colours	Finish	Surface
Standard	 <b>Anthracite Grey RAL 7016</b>	<b>Matt</b>	<b>Smooth</b>
	 <b>Aluminium Grey RAL 9006</b>	<b>Matt</b>	<b>Smooth</b>
	 <b>Traffic White RAL 9016</b>	<b>Gloss</b>	<b>Smooth</b>
	 <b>DB 703</b>	<b>Matt</b>	<b>Microstructure</b> (for construction only) <b>Smooth</b> (for blades)
Optional	<p>Customize your pergola Agava by selecting the color of your choice from more than 1600 existing RAL colors, different glossy and finishing standard.*</p> <p><b>RAL 1000 &gt; RAL 9023</b></p> 	<p>Different gloss levels are available.*</p> <p><b>Gloss levels:</b>  <b>&lt; 30 % matt</b>  <b>&gt; 65 % satin</b>  <b>&gt; 80 % gloss</b></p>	<p>Different microstructure available.*</p> <p><b>Microstructure:</b>  <b>Fine structural powder coating</b>          (deep matt)</p>

\*Subject to additional payment. Gloss levels are +- 5 % accurate.

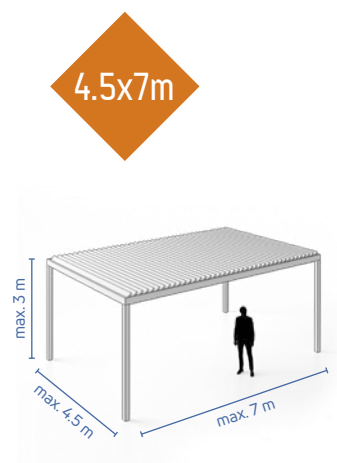
# Dimensions & Characteristics



**Agava SL**  
**160/28**  
**PROFILE 16**  
**S BLADE**



**Agava SL**  
**170/28**  
**PROFILE 17**  
**S BLADE**

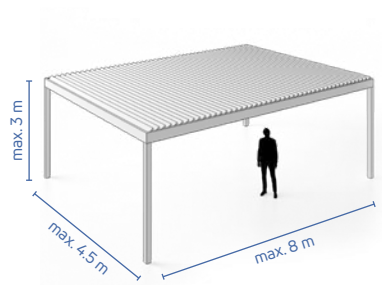


**Agava SL**  
**170/36**  
**PROFILE 17**  
**L BLADE**

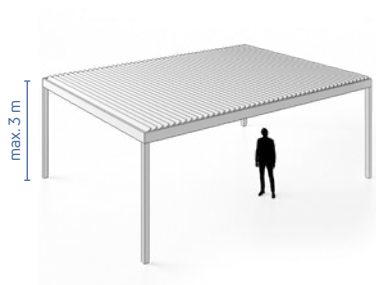
Blades	200/28	200/28	200/36
Profile	160/120	170/120	170/120
Poles	120/120	120/120	120/120
Max dimension 1 module	4 x 6 m	4 x 7 m	4.5 x 7 m
Installation - 4 poles	Self standing	Self standing	Self standing
Installation - up to 3 poles	Wall mounting	Wall mounting	Wall mounting
Foot type	Internal / external	Internal / external	Internal / external
Water exit	Standard / option	Standard / option	Standard / option
N° of water exit	2	2	2
Motorisation	1 motor	1 motor / 2 motors	1 motor / 2 motors

\* on length above 6 m additional pole has to be installed

\* on length above 6 m additional pole has to be installed



Agava SL  
240/36  
PROFILE 24  
L BLADE



Agava SL  
240/60  
PROFILE 24  
XL BLADE

Blades	200/36	270/60
Profile	240/150	240/150
Poles	150/150	150/150
Max dimension 1 module	4.5 x 8 m	6 x 6 m, 5 x 8 m, max. 40 m <sup>2</sup>
Installation - 4 poles	Self standing	Self standing
Installation - up to 3 poles	Wall mounting	Wall mounting
Foot type	External	External
Water exit	Standard / option	Standard / option
N° of water exit	2 / 3	2 / 3
Motorisation	1 motor / 2 motors	1 motor / 2 motors

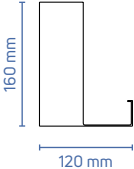
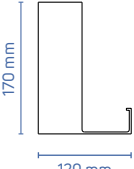
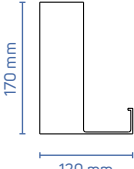
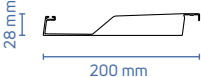
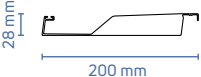

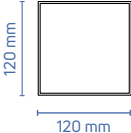
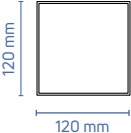
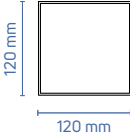


# Model configurations

Agava SL  
160/28

Agava SL  
170/28

Agava SL  
170/36

Profiles	<p><b>PROFILE 16</b></p> 	<p><b>PROFILE 17</b></p> 	<p><b>PROFILE 17</b></p> 
Blades	<p><b>S BLADE</b></p> 	<p><b>S BLADE</b></p> 	<p><b>L BLADE</b></p> 
Poles	<p><b>POLES</b></p> 	<p><b>POLES</b></p> 	<p><b>POLES</b></p> 

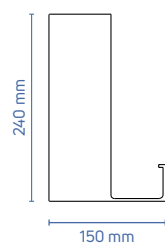
Aluminium profiles, blades, and poles. All standard parts are produced in inox.

## Agava SL 240/36

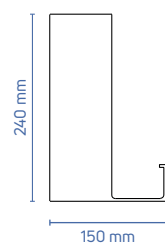
## Agava SL 240/60

### Profiles

#### PROFILE 24

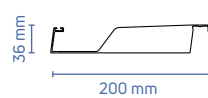


#### PROFILE 24

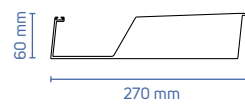


### Blades

#### L BLADE

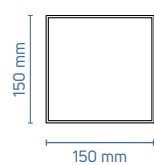


#### XL BLADE

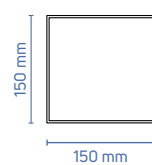


### Poles

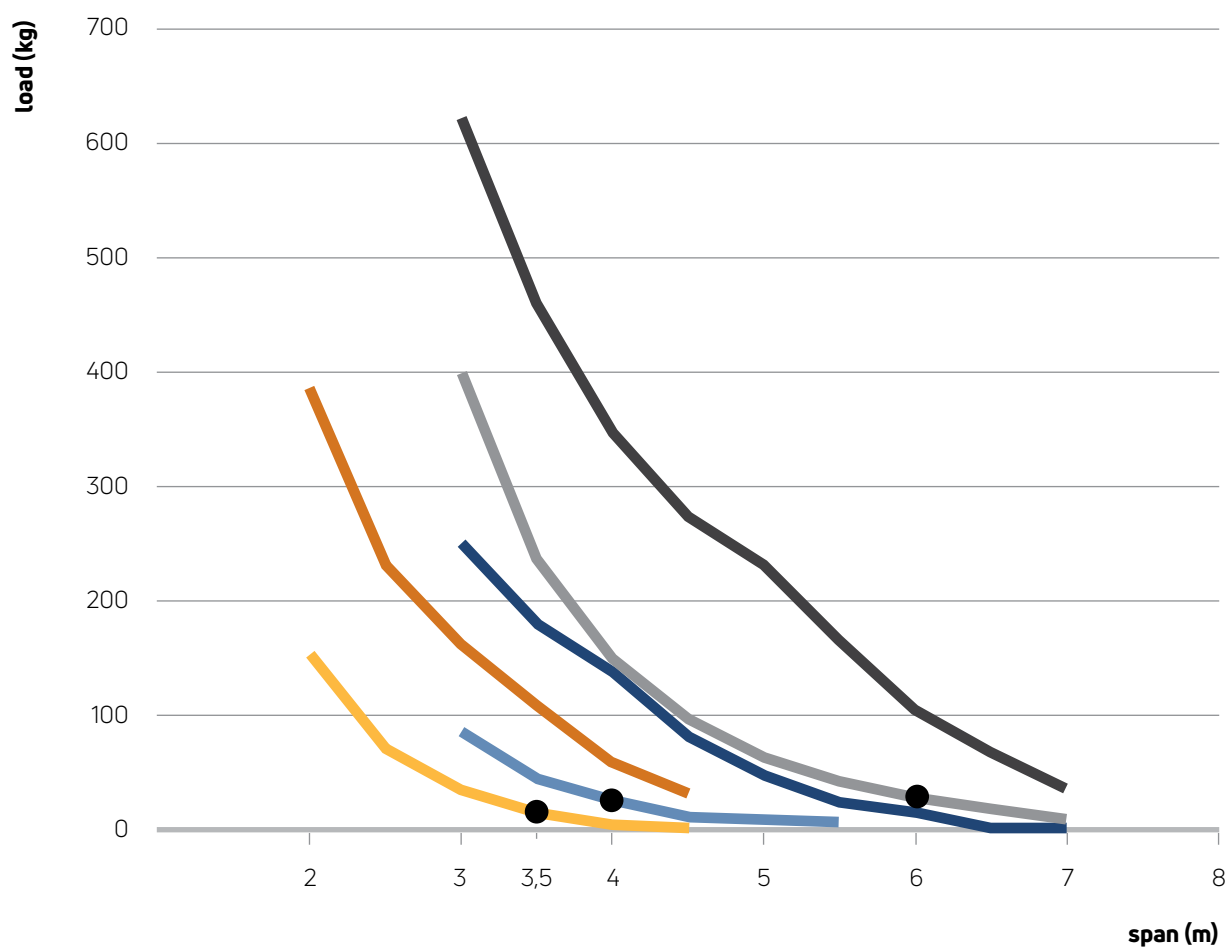
#### POLES



#### POLES



# Blade performance

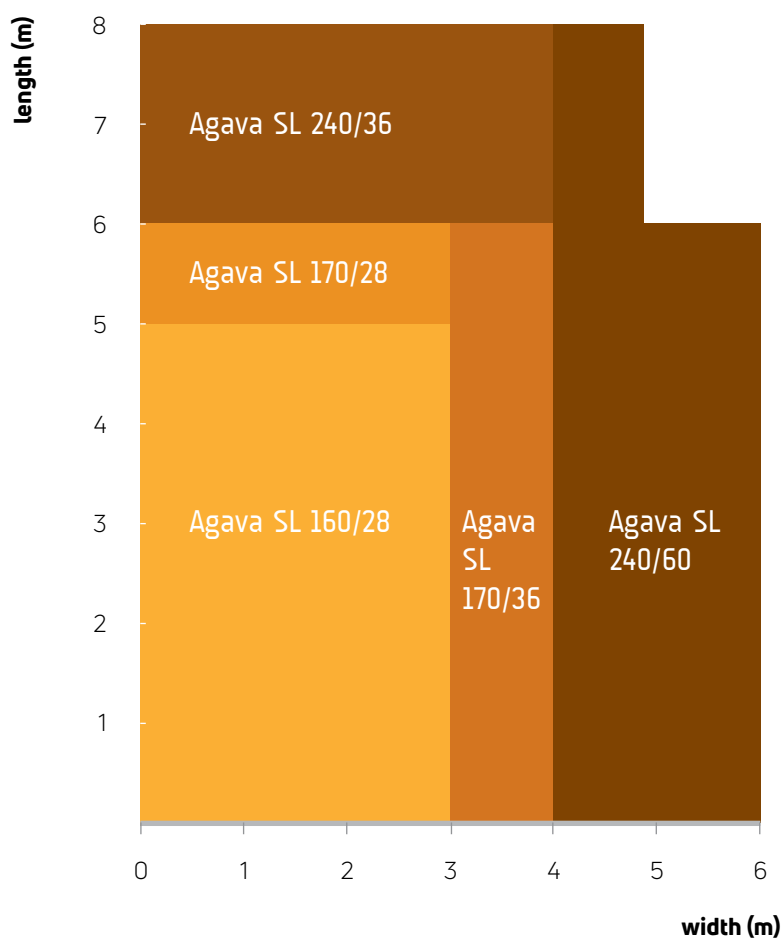


- **SL28 blade** / capacity
- **SL28 blade** / functional
- **SL36 blade** / capacity
- **SL36 blade** / functional
- **XL60 blade** / capacity
- **XL60 blade** / functional

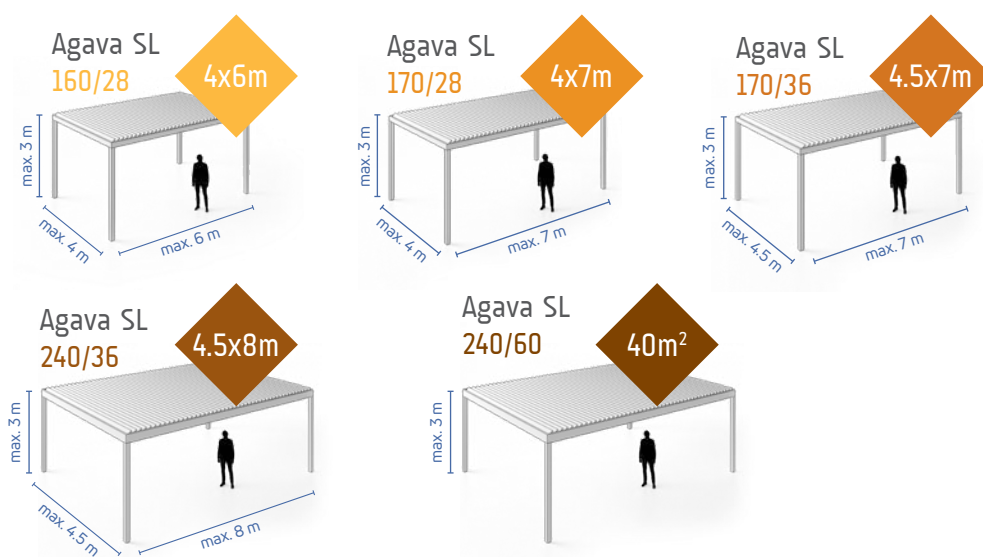
The Maximum Possible Load chart is intended for user instructions providing information as with regards to the maximum static load capacity of the structure for the specific dimensions of the rotating blades. The two lines represent two limit load levels. The lower as the Functional level (operation is not affected deformation  $L/200$  is reached where  $L$  is the length of the blade) and the higher as the Capacity level (80% material capacity reached - operation can be affected). In case of snow and for any other possible loads, it is recommended to remove any elements from the structure before operating. Customers should regularly check and remove objects that might affect the operation of the structure or reduce its water discharge capacity. It is advisable to take at least 30 kg of additional load into consideration to take into account the specific environmental loads. Advisable max length of the SL28 blade is 3.5 m and for the SL36 blade is 4 m.



# Value proposition



We offer best value proposition for covering outdoor space up to 40m<sup>2</sup> with five different models to achieve best ratio price performance.

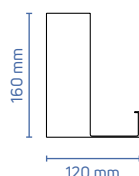




# Agava SL 160/28

<b>Blades</b>	200/28
<b>Profile</b>	160/120
<b>Poles</b>	120/120
<b>Max dimension 1 module</b>	4 x 6 m
<b>Installation - 4 poles</b>	Self standing
<b>Installation - up to 3 poles</b>	Wall mounting
<b>Foot type</b>	Internal / external
<b>Water exit</b>	Standard / option
<b>N° of water exit</b>	2
<b>Motorisation</b>	1 motor

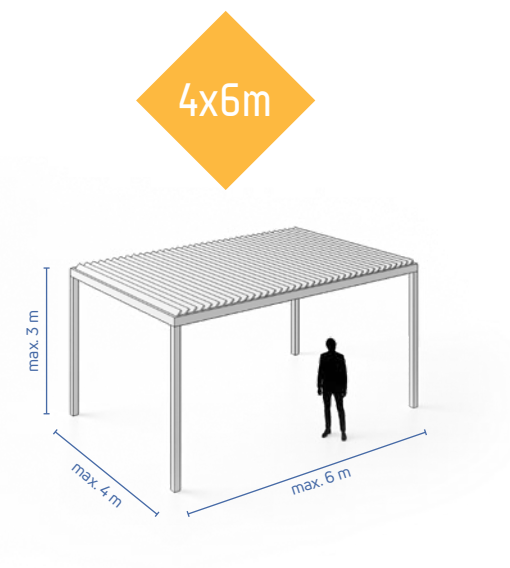
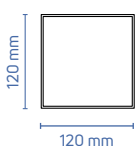
## PROFILE 16



## S BLADE



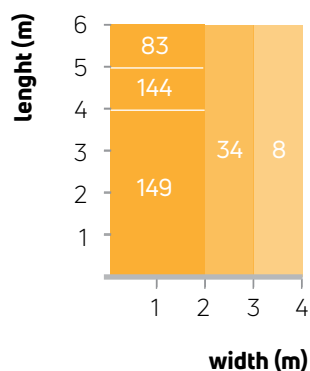
## POLES



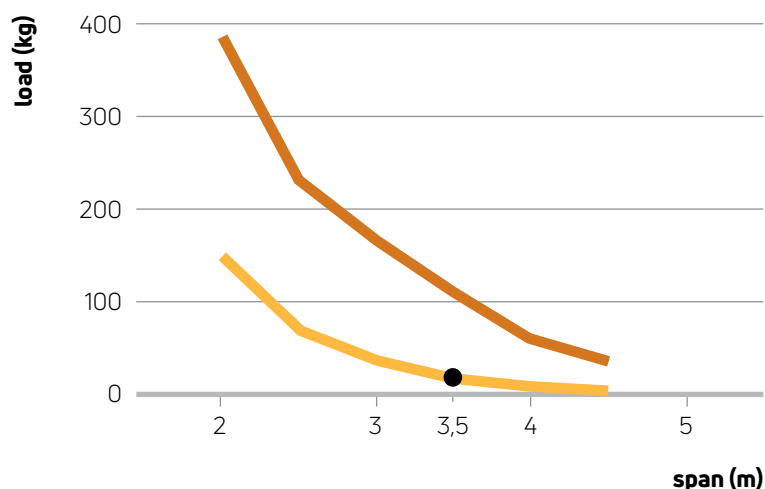
## HIGH CORROSION RESISTANCE

Frame and all standard mechanical parts are made exclusively of aluminium and stainless steel.

## PERGOLA FUNCTIONALITY LOAD (kg/m²)



## BLADE PERFORMANCE

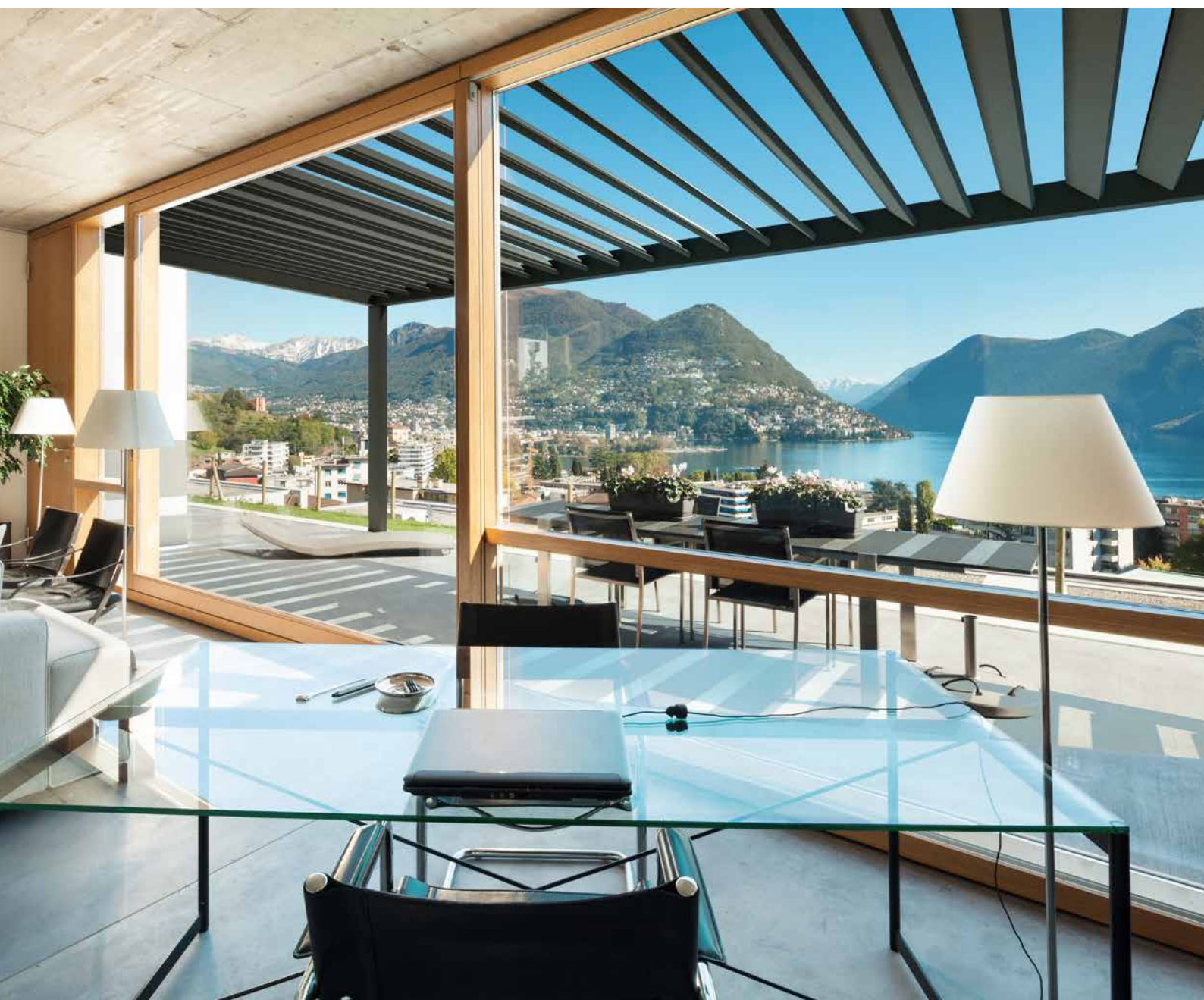


— SL28 blade / capacity

— SL28 blade / functional

● recommended maximal width in most countries

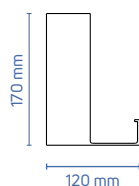




# Agava SL 170/28

<b>Blades</b>	200/28
<b>Profile</b>	170/120
<b>Poles</b>	120/120
<b>Max dimension 1 module</b>	4 x 7 m
<b>Installation - 4 poles</b>	Self standing
<b>Installation - up to 3 poles</b>	Wall mounting
<b>Foot type</b>	Internal / external
<b>Water exit</b>	Standard / option
<b>N° of water exit</b>	2
<b>Motorisation</b>	1 / 2 motors

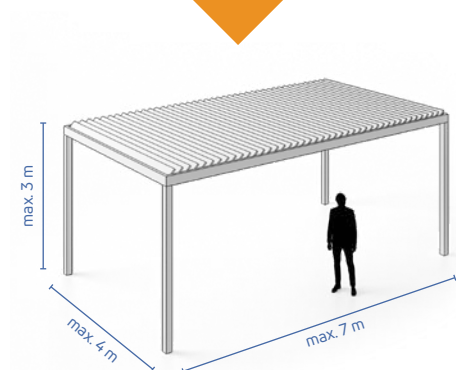
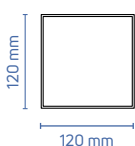
## PROFILE 17



## S BLADE



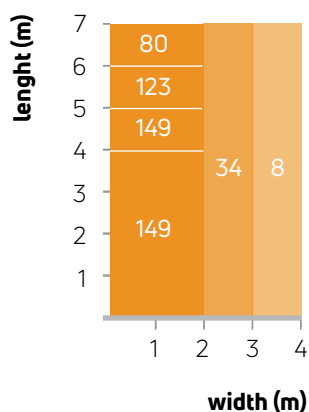
## POLES



## HIGH CORROSION RESISTANCE

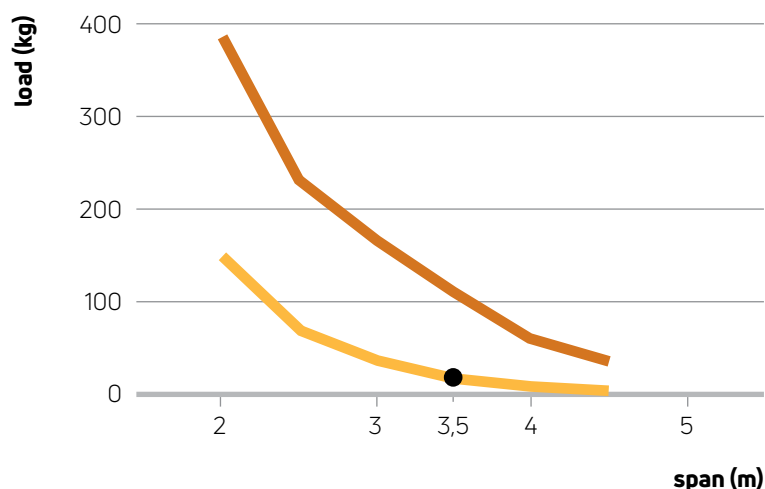
Frame and all standard mechanical parts are made exclusively of aluminium and stainless steel.

## PERGOLA FUNCTIONALITY LOAD (kg/m²)



For pergola length over 6 m we suggest additional post or inclination on length for 3 cm.

## BLADE PERFORMANCE

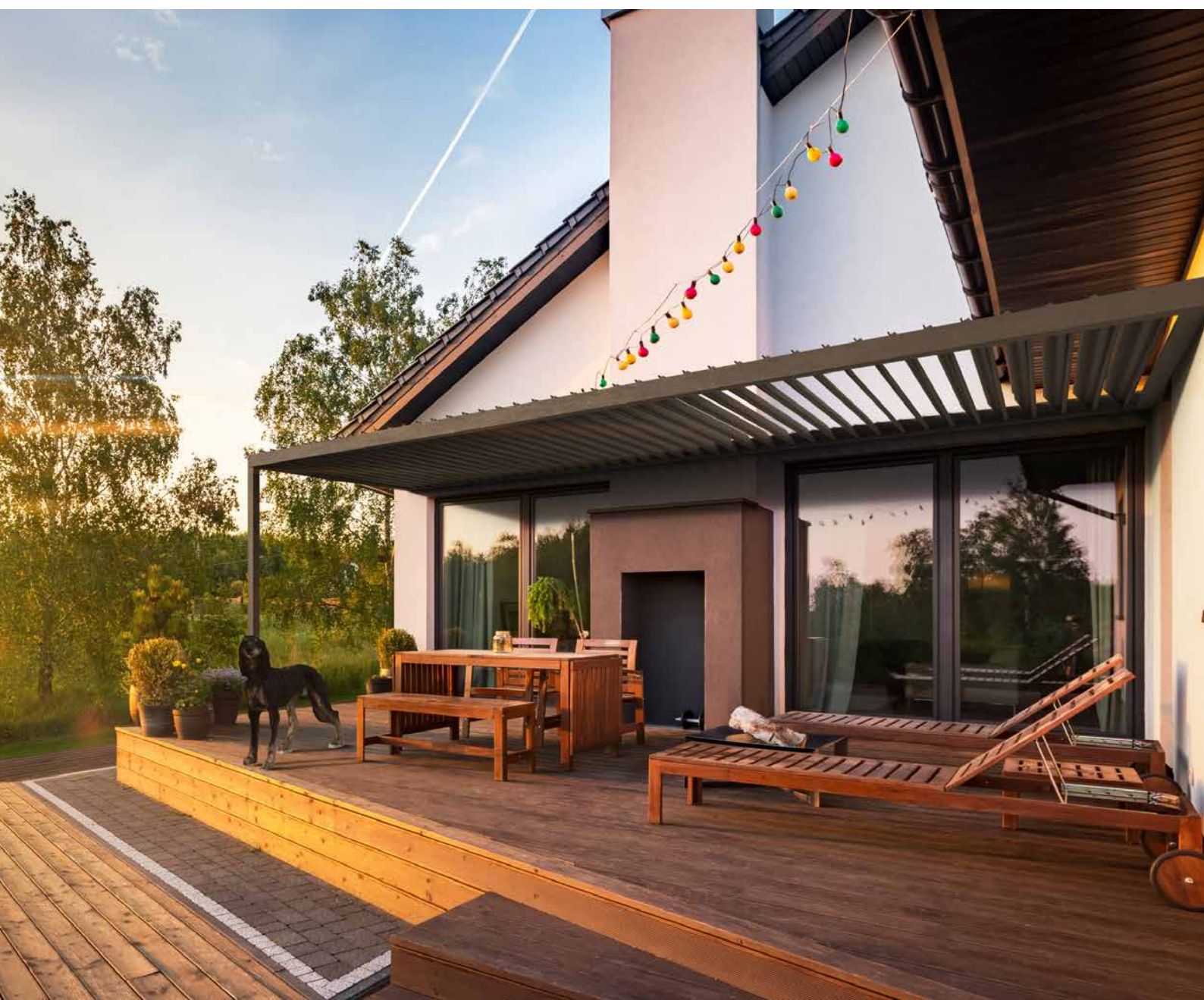


— SL28 blade / capacity

— SL28 blade / functional

● recommended maximal width in most countries



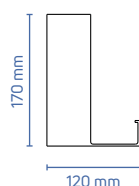




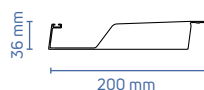
# Agava SL 170/36

<b>Blades</b>	200/36
<b>Profile</b>	170/120
<b>Poles</b>	120/120
<b>Max dimension 1 module</b>	4.5 x 7 m
<b>Installation - 4 poles</b>	Self standing
<b>Installation - up to 3 poles</b>	Wall mounting
<b>Foot type</b>	Internal / external
<b>Water exit</b>	Standard / option
<b>N° of water exit</b>	2
<b>Motorisation</b>	1 / 2 motors

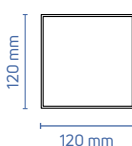
## PROFILE 17



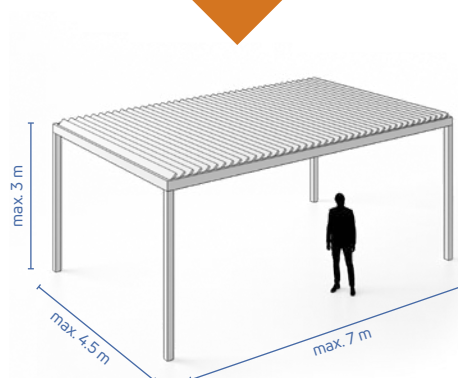
## L BLADE



## POLES



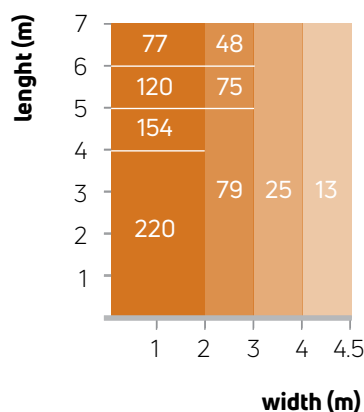
4.5x7m



## HIGH CORROSION RESISTANCE

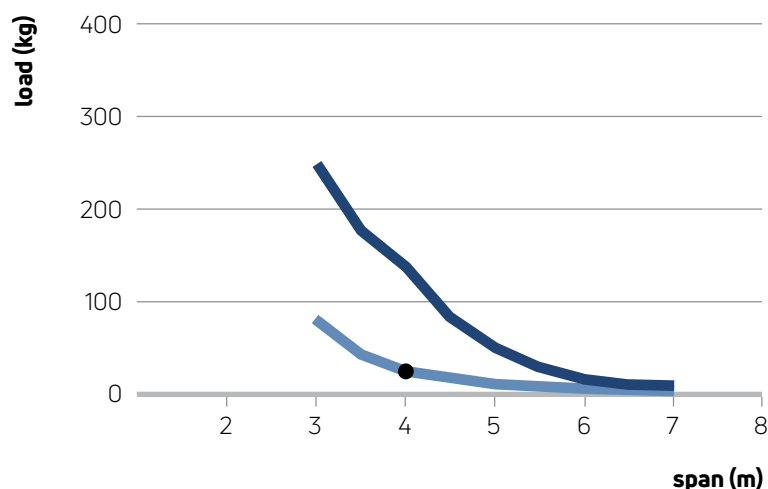
Frame and all standard mechanical parts are made exclusively of aluminium and stainless steel.

## PERGOLA FUNCTIONALITY LOAD (kg/m²)



For pergola length over 6 m we suggest additional post or inclination on length for 3 cm.

## BLADE PERFORMANCE



— SL36 blade / capacity

— SL36 blade / functional

● recommended maximal width in most countries

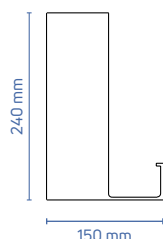


# Agava SL 240/36

<b>Blades</b>	200/36
<b>Profile</b>	240/150
<b>Poles</b>	150/150
<b>Max dimension 1 module</b>	4.5 x 8 m
<b>Installation - 4 poles</b>	Self standing
<b>Installation - up to 3 poles</b>	Wall mounting
<b>Foot type</b>	External*
<b>Water exit</b>	Standard / option
<b>N° of water exit</b>	2 / 3
<b>Motorisation</b>	1 motor / 2 motors

\* subject to additional payment

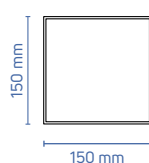
## PROFILE 24



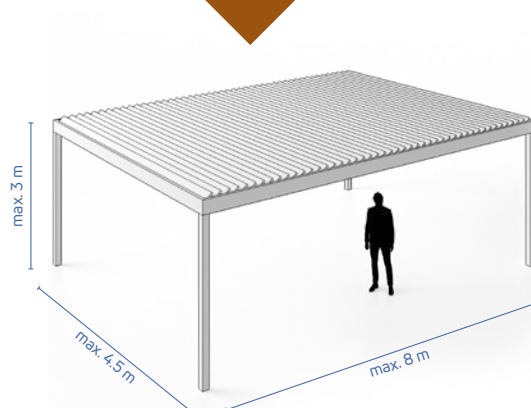
## L BLADE



## POLES



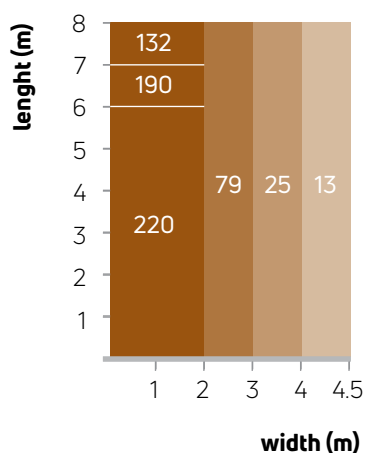
4.5x8m



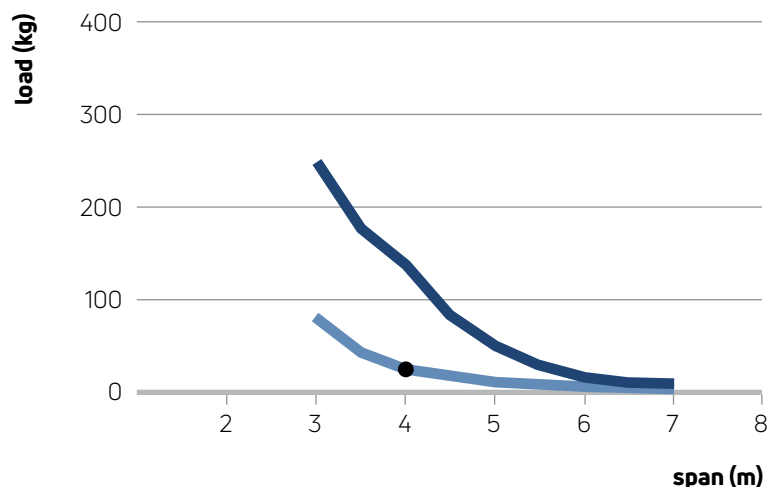
## HIGH CORROSION RESISTANCE

Frame and all standard mechanical parts are made exclusively of aluminium and stainless steel.

## PERGOLA FUNCTIONALITY LOAD (kg/m²)



## BLADE PERFORMANCE



SL36 blade / capacity

SL36 blade / functional

● recommended maximal width in most countries



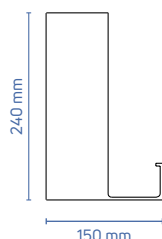


# Agava SL 240/60

<b>Blades</b>	270/60
<b>Profile</b>	240/150
<b>Poles</b>	150/150
<b>Max dimension 1 module</b>	6 x 6 m, 5 x 8 m, max. 40 m <sup>2</sup>
<b>Installation - 4 poles</b>	Self standing
<b>Installation - up to 3 poles</b>	Wall mounting
<b>Foot type</b>	External*
<b>Water exit</b>	Standard / option
<b>N° of water exit</b>	2 / 3
<b>Motorisation</b>	1 motor / 2 motors

\* subject to additional payment

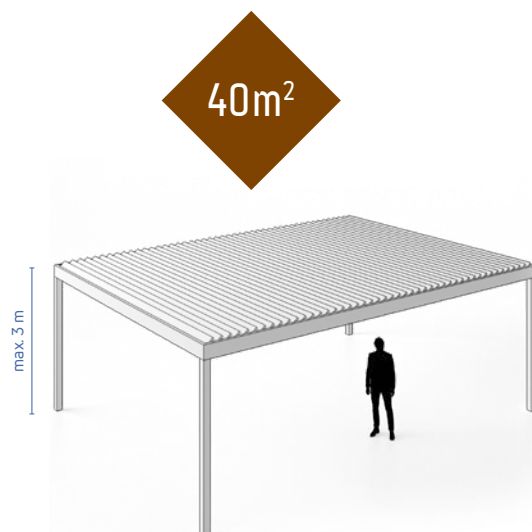
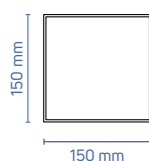
## PROFILE 24



## XL BLADE



## POLES

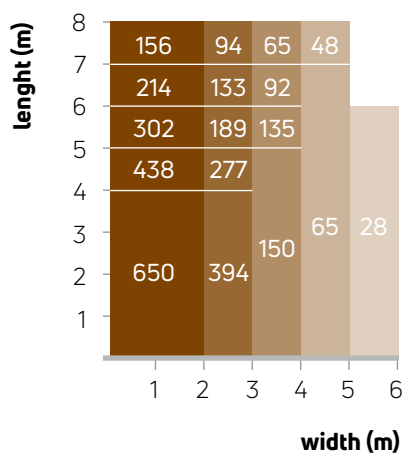


! The maximum dimensions are limited to the dimensions specified in the price list.

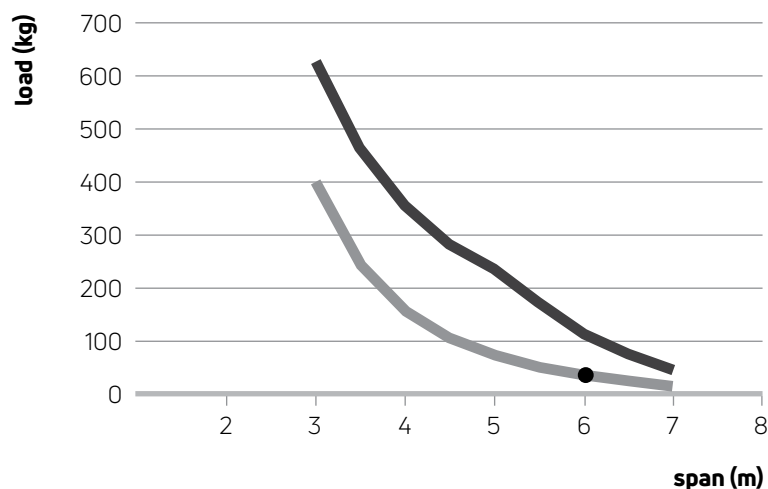
## HIGH CORROSION RESISTANCE

Frame and all standard mechanical parts are made exclusively of aluminium and stainless steel.

## PERGOLA FUNCTIONALITY LOAD (kg/m<sup>2</sup>)



## BLADE PERFORMANCE



— XL60 blade / capacity

— XL60 blade / functional

● recommended maximal width in most countries



sensor

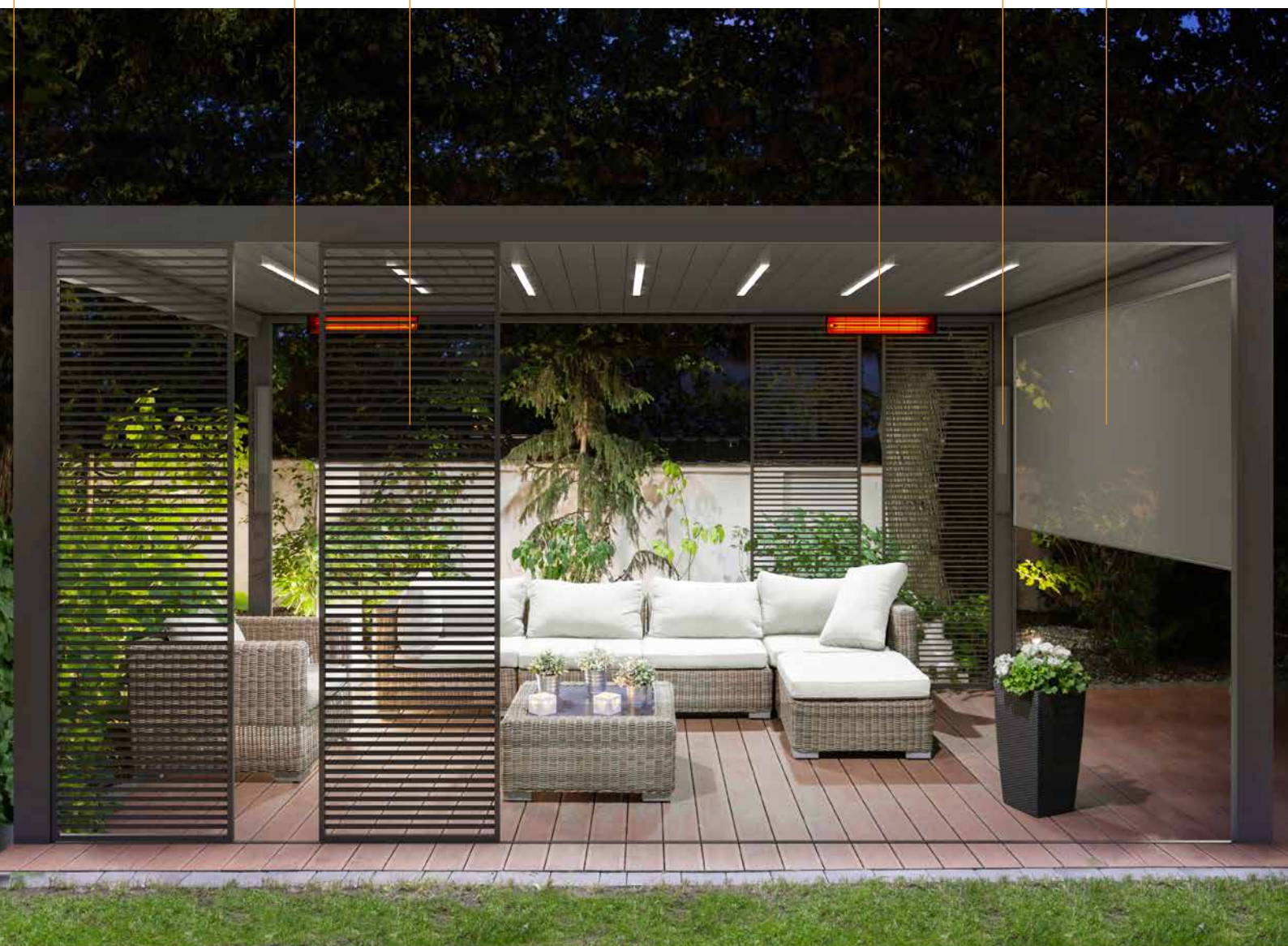
LED lights

sliding panels / glass panels

heater

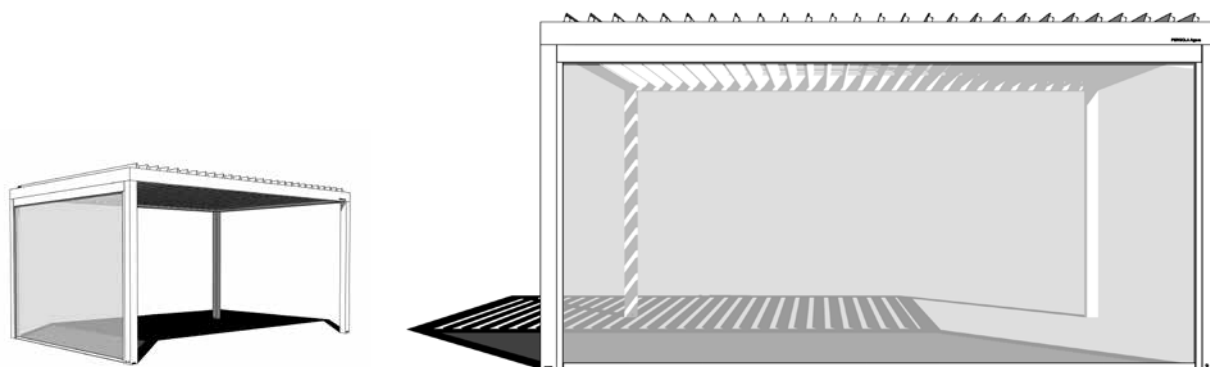
sound  
system

ZIP roller  
blinds



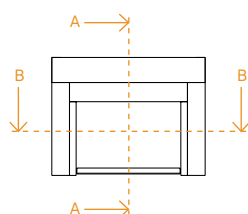
## Options

# ZIP roller blinds

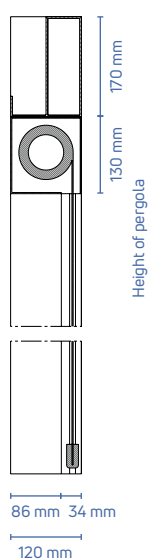


### STANDARD

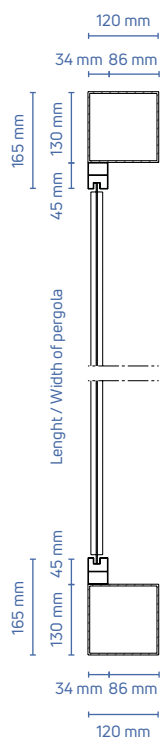
Front view



Section view A-A

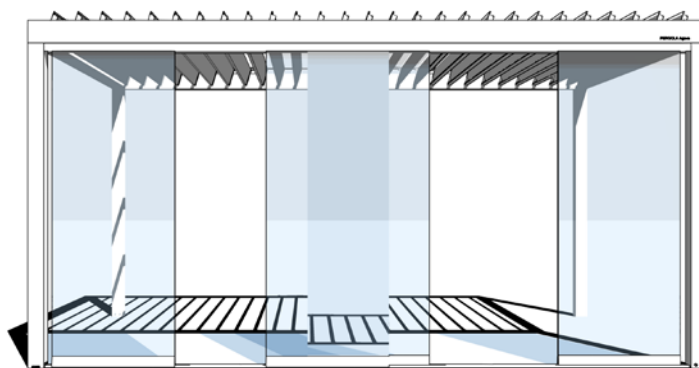
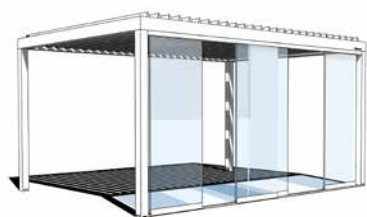


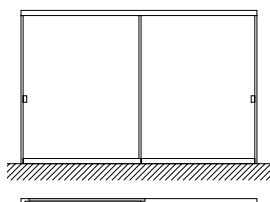
Section view B-B



## Options

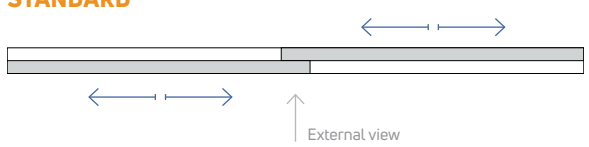
# Glass panels



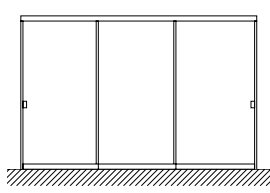
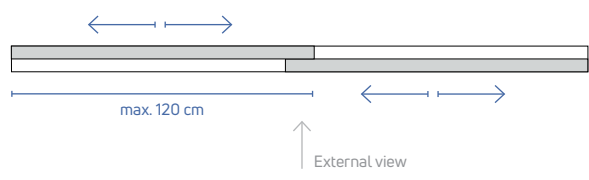


## 2 guides system

### STANDARD

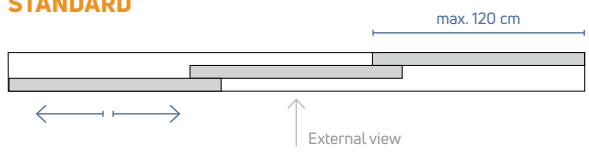


### REVERSE

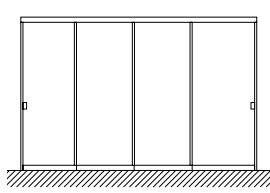
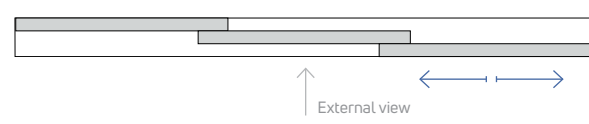


## 3 guides system

### STANDARD

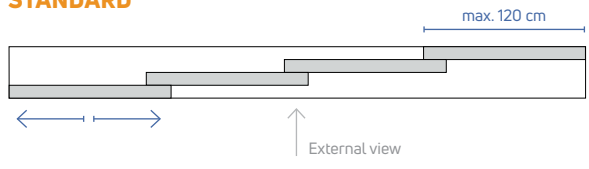


### REVERSE

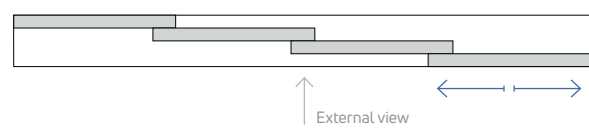


## 4 guides system

### STANDARD



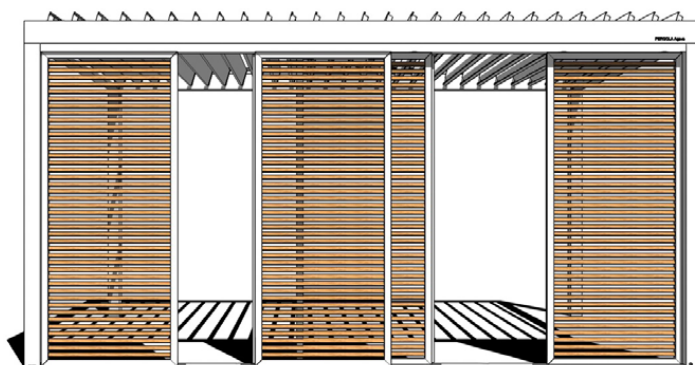
### REVERSE



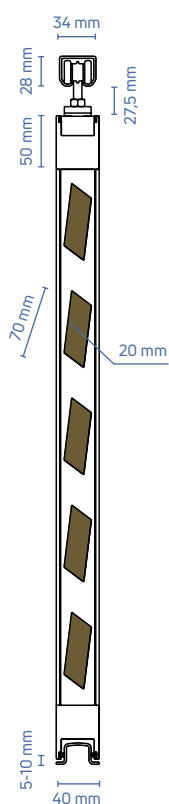


## Options

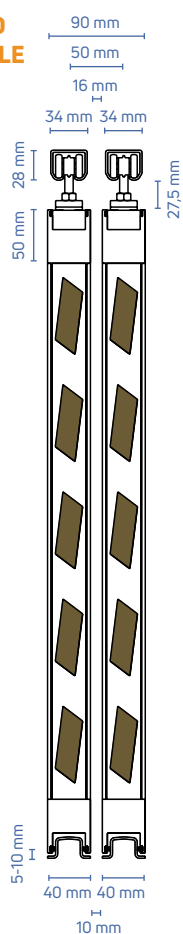
# Sliding panels



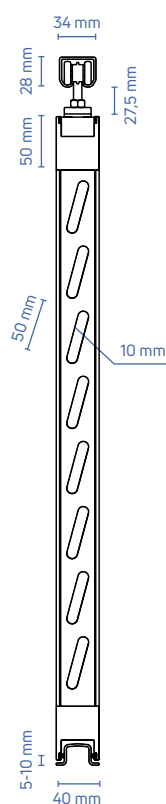
### WOOD



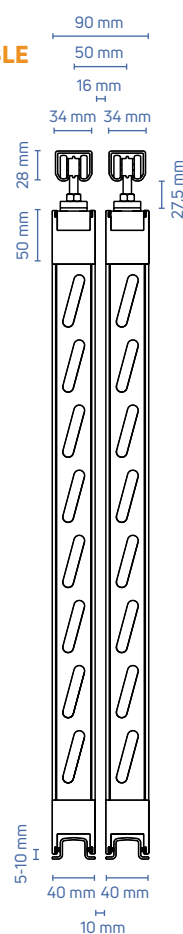
### WOOD DOUBLE



### ALU



### ALU DOUBLE





1 guide  
system



2 guides  
system





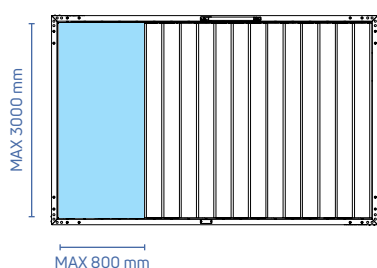


## Options

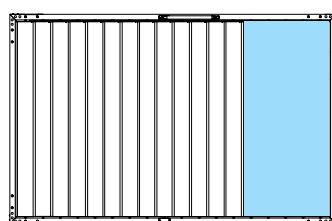
# Roof

Special profile  
for glass

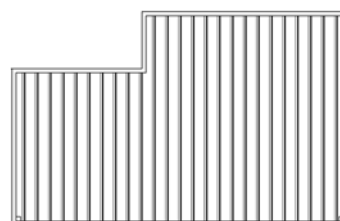
PROFILE 160 / PROFILE 170



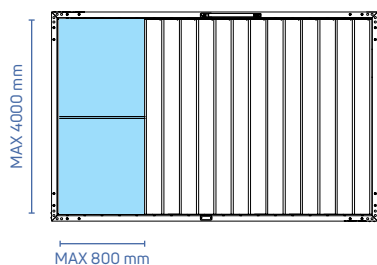
PROFILE 160 / PROFILE 170



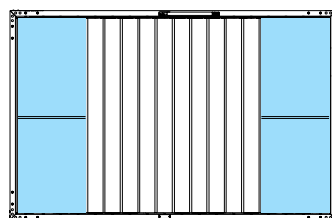
PROFILE 170



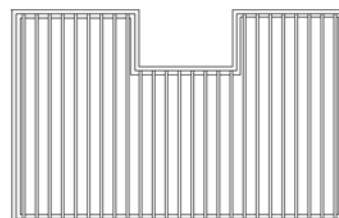
PROFILE 170



PROFILE 170



PROFILE 170



Subject to additional payment.

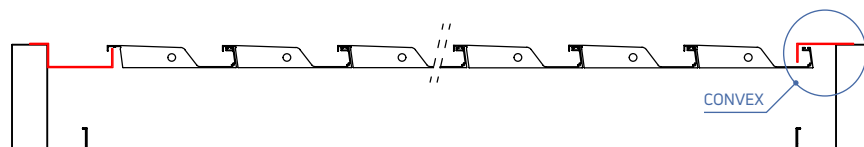
## Options

# Roof types

### TYPE A

#### Convex type after the last blade

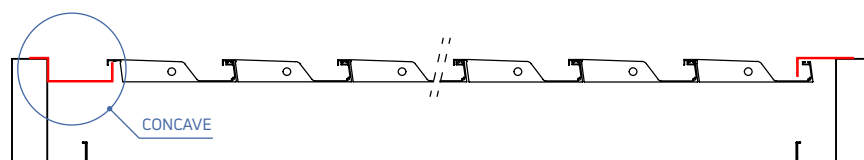
Subject to additional payment.  
Covers must be installed by installer,  
covers are not pre-dreaded.



### TYPE B

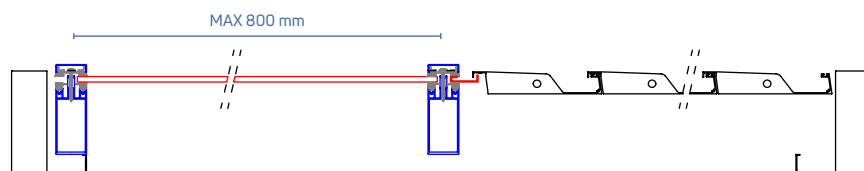
#### Concave type before the initial blade

Subject to additional payment.  
Covers must be installed by installer,  
covers are not pre-dreaded.



### TYPE C

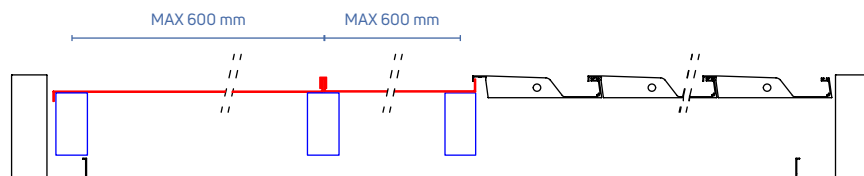
#### Glass roof integration



### TYPE D

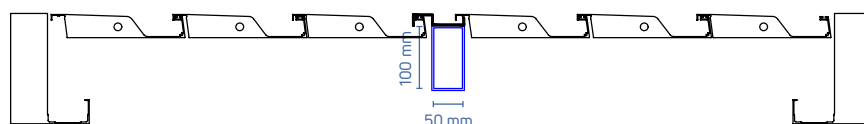
#### Aluminium sheet roof integration

Aluminium sheets can be delivered  
in maximal length of 3 m.



### TYPE E

#### Aluminium sheet roof integration



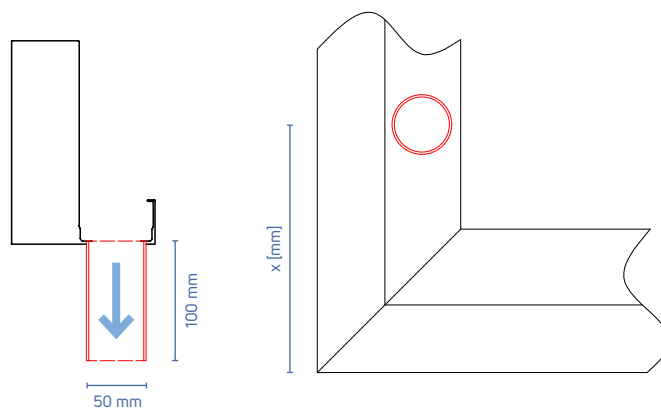
## Options

# Special water evacuation

### TYPE V

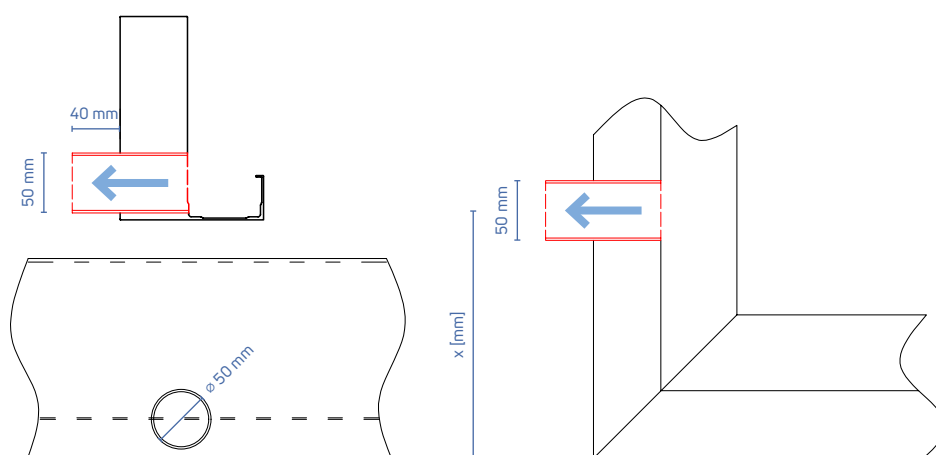
#### Vertical evacuation through rain gutter with ALU tube $\varnothing$ 50 mm

Position of water location and type must be marked on drawing.



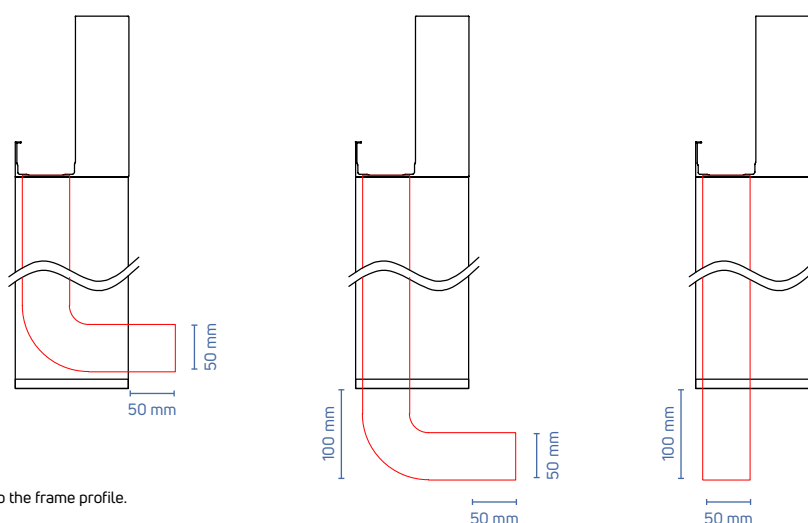
### TYPE H

#### Horizontal evacuation through beam with ALU tube $\varnothing$ 50 mm



### TYPE P

#### Horizontal evacuation through beam with PVC tube $\varnothing$ 50 mm



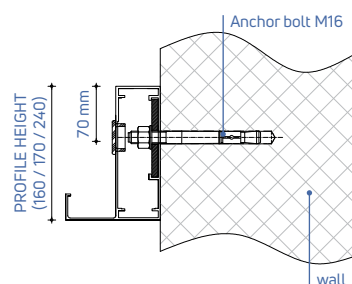
Subject to additional payment. Water exit pipe is welded to the frame profile.



# Options

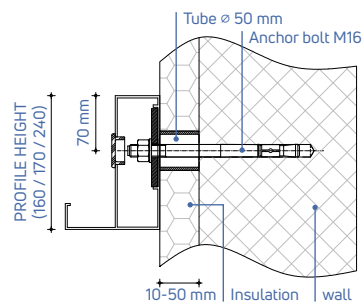
## Wall mounting

### STANDARD



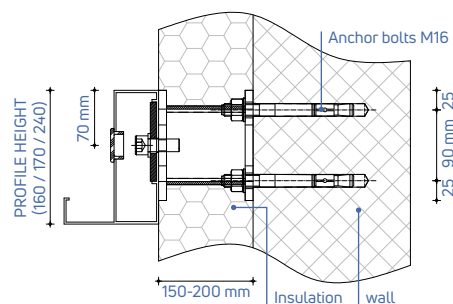
### OPTIONAL 1

Subject to additional payment



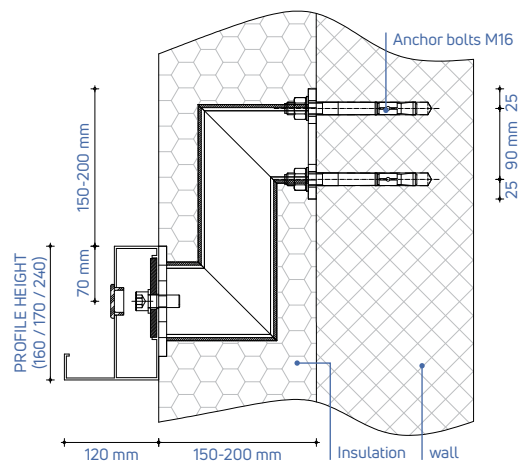
### OPTIONAL 2

Subject to additional payment



### OPTIONAL 3

Subject to additional payment

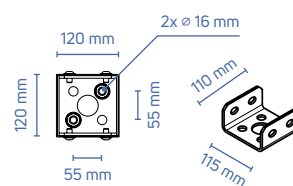
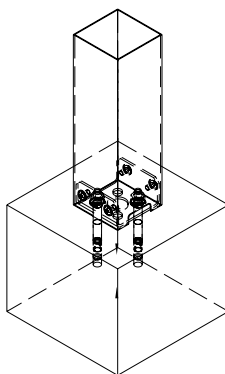


## Options

# Foot mounting

### STANDARD / INTERNAL

Protection: inox.

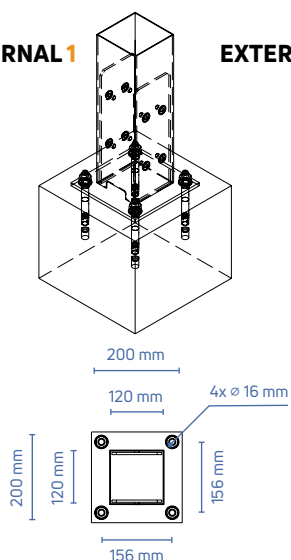


### OPTIONAL / EXTERNAL

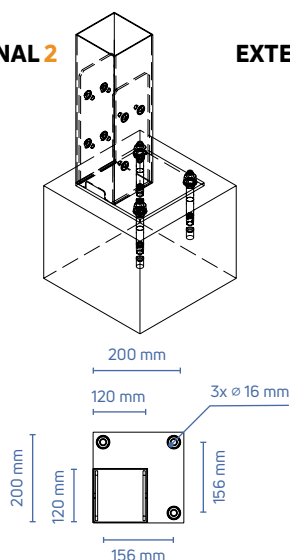
#### Recommendation

We recommend using the Foot Mounting - EXTERNAL for all freestanding pergolas in conjunction with the stability function.

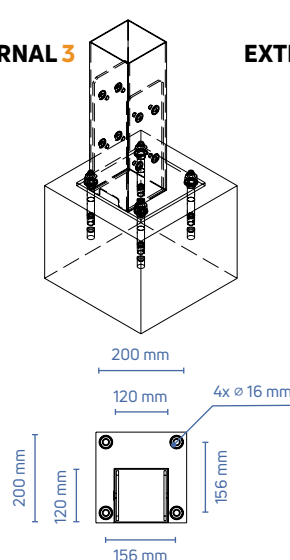
#### EXTERNAL 1



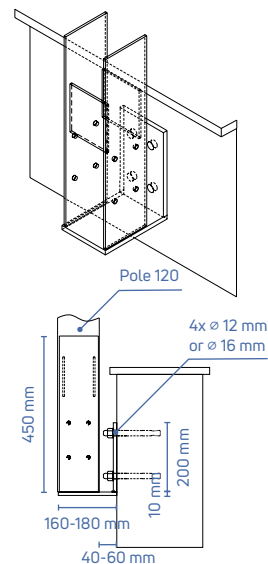
#### EXTERNAL 2



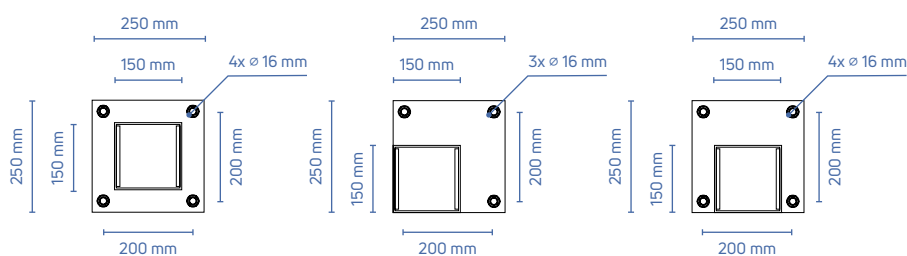
#### EXTERNAL 3



#### EXTERNAL 4



Poles 150/150 come only with external foot.



# Technical description of the Agava system

The Pergola Agava SL product is a bioclimatic pergola consisting of aluminum components, columns, beams and rotating slats. The pergola is made in accordance with the harmonized standard SIST EN 13561. In accordance with this standard, we are issuing the technical approval and the CE marking. The declared property, according to the standard, is wind resistance up to class 3. The declaration of conformity is part of Instructions for use and maintenance.

A bioclimatic pergola as a shade differs from the ordinarily built canopies with a traditional roof, which, according to building laws and regulations, must withstand loads according to the regulations and the location of installation. The bioclimatic pergola is a shade where the blades must be opened in the event of heavy loads (wind, snow, etc.), which is stated in the Price list, The instructions for use and maintenance and the Catalog. The load-bearing capacity with closed blades is stated with the help of ready-made charts in the Price list and depends on the dimensions of the pergola. The charts show the functional load-bearing capacity of the blades (displacement of 1/200 of the span), depending on the additional load and the selected blade length. Depending on the desired load-bearing capacity, different pergola types can be selected (160/28, 170/28, 170/36, 240/36, 240/60). The user is obliged to comply with and apply the Instructions for use and maintenance and prevent loads that would not be in accordance with the limited functional load-bearing capacity. Soltec thus provides the Instructions for use and maintenance and, as an aid, offers electronic solutions with a weather sensor that ensures that the slats open automatically in the event of heavy snow loads or wind.

The functional load-bearing capacity of the blades, which represents the condition indicating a suspension of 1/200 of the span, is also in accordance with the displacement limit recommended by Eurocode for load-bearing elements of roofs (SIST EN 1990). When the displacements are not of key functional importance, they may be larger, in accordance with the agreement with the client. The calculated displacement due to own weight, together with the permitted additional load according to the chart, is 1/200 of the length. With this condition and in this respect, the Agava pergola is also designed and complies with the provisions of Eurocodes that otherwise apply to built roofs.

# Wind resistance

The Pergola Agava series of bioclimatic pergolas are designed as an outdoor living space and are not meant for permanent living. The Pergola frame with blades can hold up to strong forces dependent of the span and declared possible additional vertical loading in the tables with the price lists. The quality of pergola Agava is declared accordingly to the European standard for shading systems EN 13561. All pergolas come with Technical approval and CE sign. According to the standard EN 13561 there are four classes for wind resistance.

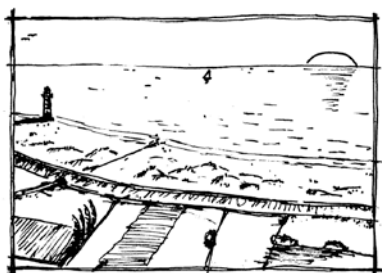
Class	0	1	2	3
Wind speed resistance	< 28 km/h	max 28 km/h	max 38 km/h	<b>49 km/h</b>
Beaufort scale	< 4	4	5	<b>6</b>
EN 13561 pressure		4 kg/m <sup>2</sup>	7 kg/m <sup>2</sup>	<b>11 kg/m<sup>2</sup></b>

All pergola Agava structures with rotating blades are approved to the highest wind class 3. Further we designed the structure with the blades to bear even higher possible loads. The structure can bear wind loads up to 60 km/h. With wind higher then 60 km/h blades must be open as all accessories have to be retracted. In this way the structure can bear loads up to 120 km/h. We provide a wind and weather sensor to open the blades automatically in such cases.

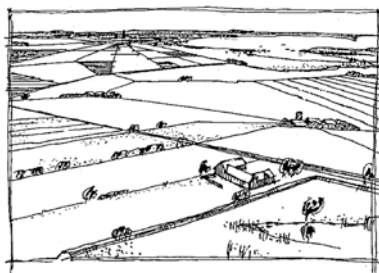
Wind speed and wind load dependence is addressed differently by different standards and depends of lot of circumstances such as Location, Terrain, presence of bigger obstacles in the vicinity, etc. We design the structures according to the Eurocodes.

## EUROCODE WIND/LOAD DEPENDENCE:

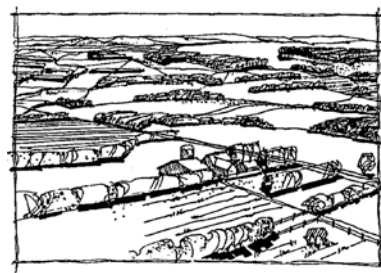
Terrain 0



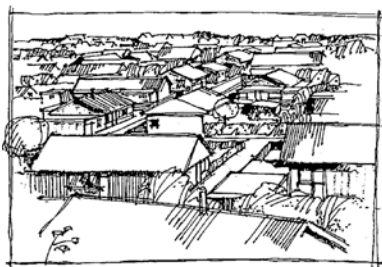
Terrain I



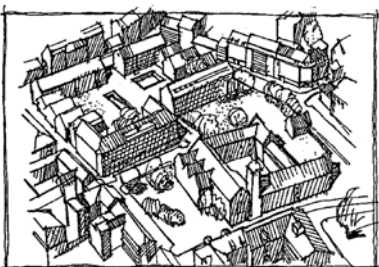
Terrain II



Terrain III

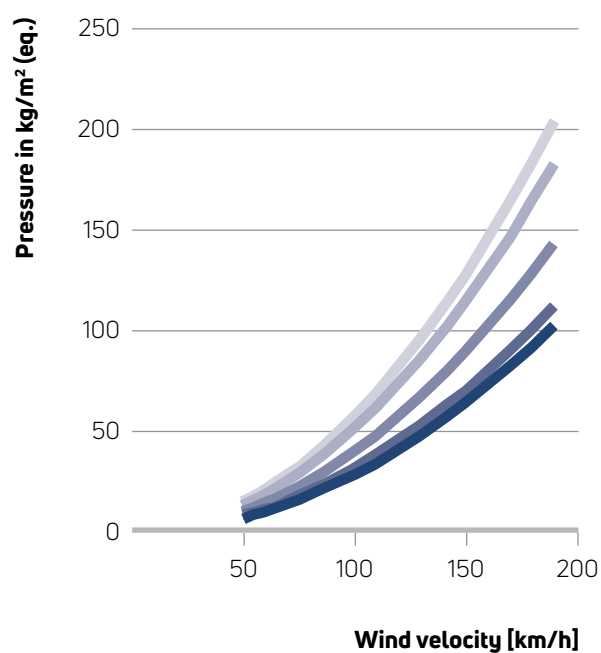


Terrain IV



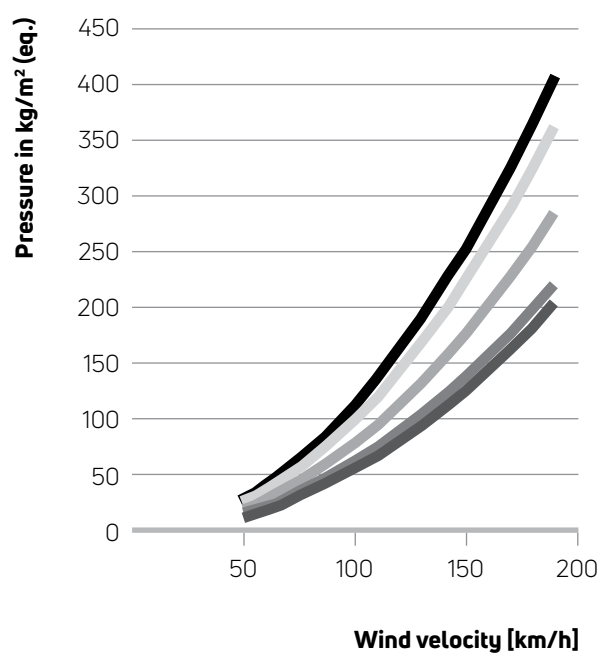


## WIND SPEED/PRESSURE ROOF PRESSURE



- Terrain 0 / Roof pressure
- Terrain I / Roof pressure
- Terrain II / Roof pressure
- Terrain III / Roof pressure
- Terrain IV / Roof pressure

## WIND SPEED/PRESSURE BASIC PRESSURE ACCORDING TO STANDARD EN 1991-1-4

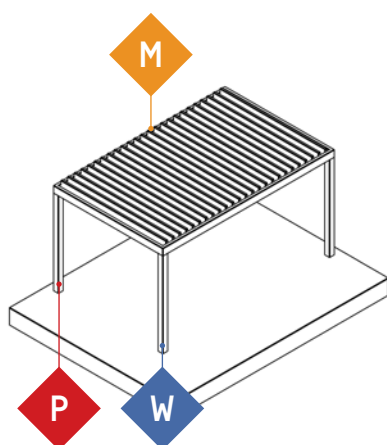


- Terrain 0 / Basic pressure
- Terrain I / Basic pressure
- Terrain II / Basic pressure
- Terrain III / Basic pressure
- Terrain IV / Basic pressure

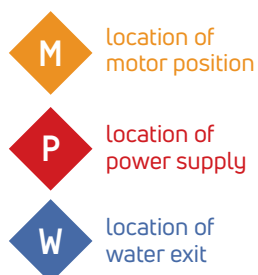
## BEAUFORT SCALE:

Beaufort number	Wind speed [km/h]	Description	Land conditions
0	<1	<b>Calm</b>	Calm. Smoke rises vertically.
1	1-5	<b>Light air</b>	Wind motion visible in smoke.
2	6-11	<b>Light breeze</b>	Wind felt on exposed skin. Leaves rustle.
3	12-19	<b>Gentle breeze</b>	Leaves and smaller twigs in constant motion.
4	20-28	<b>Moderate breeze</b>	Dust and loose paper raised. Small branches begin to move.
5	29-38	<b>Fresh breeze</b>	Branches of a moderate size move. Small trees begin to sway.
6	39-49	<b>Strong breeze</b>	Large branches in motion. Whistling heard in overhead wires. Umbrella use becomes difficult. Empty plastic garbage cans tip over.
7	50-61	<b>High wind, moderate gale, near gale</b>	Whole trees in motion. Effort needed to walk against the wind. Swaying of skyscrapers may be felt, especially by people on upper floors.
8	62-74	<b>Fresh gale</b>	Twigs broken from trees. Cars veer on road.
9	75-88	<b>Strong gale</b>	Larger branches break off trees, and some small trees blow over. Construction/temporary signs and barricades blow over. Damage to circus tents and canopies.
10	89-102	<b>Whole gale, storm</b>	Trees are broken off or uprooted, saplings bent and deformed, poorly attached asphalt shingles and shingles in poor condition peel off roofs.
11	103-117	<b>Violent storm</b>	Widespread vegetation damage. More damage to most roofing surfaces, asphalt tiles that have curled up and/or fractured due to age may break away completely.
12	>117	<b>Hurricane force</b>	Considerable and widespread damage to vegetation, a few windows broken, structural damage to mobile homes and poorly constructed sheds and barns. Debris may be hurled about.

# How to understand the markings



## LEGEND:



## ATTENTION!



Water exit is possible on same pole as electricity, but only if Type P is ordered as special option of water evacuation.

- minimal 1 water exit up to roof dimension 10m<sup>2</sup>
- minimal 2 water exit up to roof dimension 24m<sup>2</sup>
- minimal 3 water exit up to roof dimension 34m<sup>2</sup>

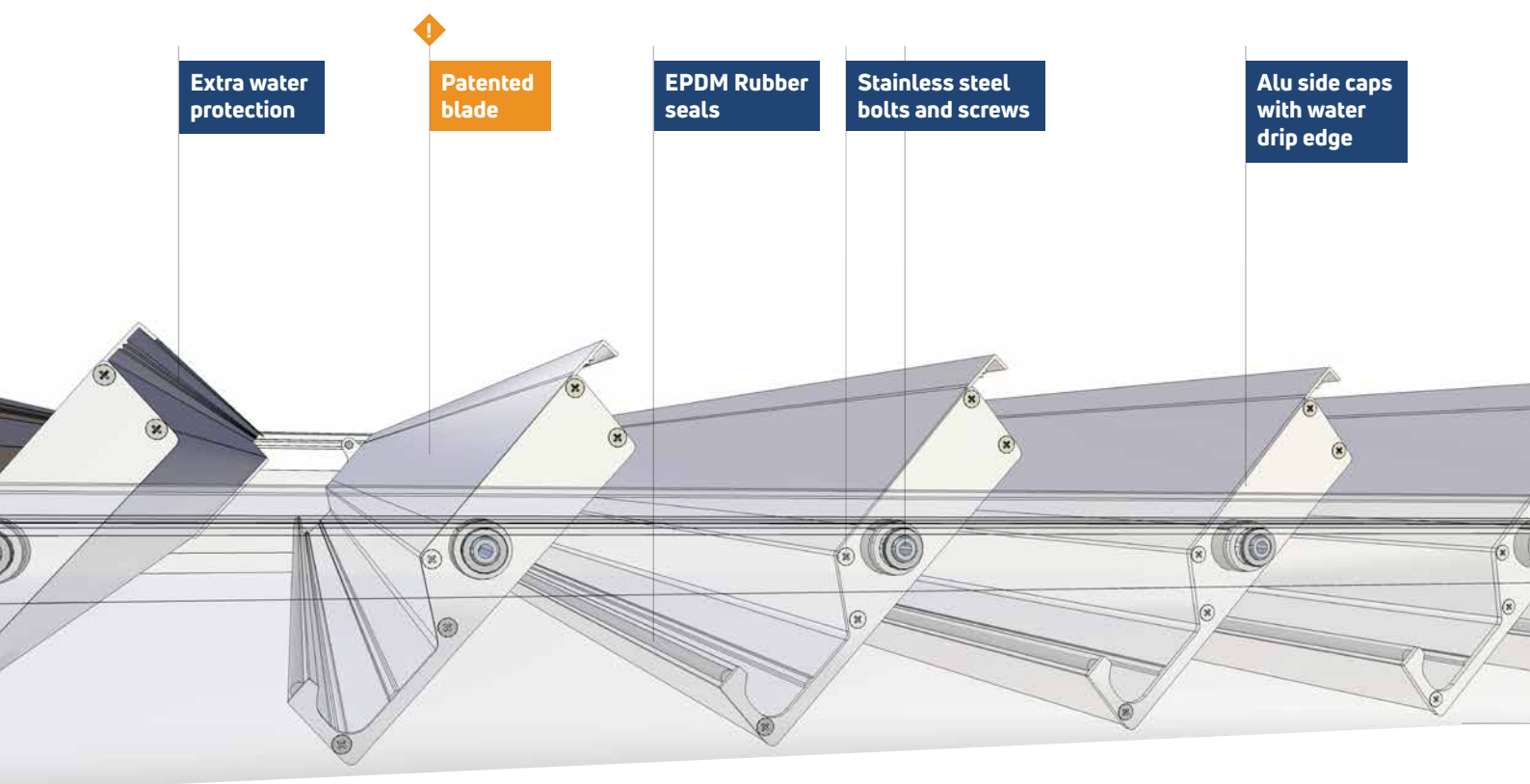
# Accessories



# Patent

A specially designed blade, an integral part of the Pergola Agava, is made from extruded aluminium and patented and patent-protected SI 24401 A. All standard parts are produced in inox.

This watertight roofing blade is the basic structural element. When in a sequential sectional layout, it forms a water tight cover of exterior surfaces, resistant to loads such as wind and snow. The blades rotate and allow opening, thus regulating the balance of shade and sun exposure. This provides us with an excellent exterior living space in all seasons and ensures long-term use.





# General Sales Conditions and warranty

The following terms, together with such terms as are set forth on the Price List, Order Form, Offer, Confirmation of Order or Invoice, plans, specifications or other additional terms as are approved in writing by Soltec, shall constitute the entire contract between Soltec and the Buyer. The conditions contained herein shall take precedence over any other conditions and no contrary, additional or different provisions or conditions shall be binding on Soltec unless expressly accepted by Soltec in writing. Any quotation provided by Soltec does not constitute a firm offer and may be changed or revoked at any time. Such quotation, including calculations and descriptions made or supplied by Soltec ("Quotation") shall remain Soltec's property and Buyer agrees that such information contained in the Quotation is confidential and shall not be disclosed or otherwise used without Soltec's express prior written consent. This contract replaces any other preceding agreement between the parties relating to the sale of goods or provision of services. By placing the order, the Buyer accepts in full these General Sales Conditions. By accepting such conditions the Buyer acknowledges that he has the skills, capabilities, tools and staff to install properly Soltec products, according to Soltec's instruction manual and aligned with general and local regulations and best practice standards, hence becoming an authorized reseller of Soltec products.

## 1. Prices

- 1.1. Prices provided on Soltec's Price List, Order Form, Confirmation of Order or Invoices are expressed in Euros. The prices do not include any applicable VAT or other taxes.
- 1.2. Any discounts for distribution and reselling of Soltec products shall be agreed in writing. Except as explicitly mentioned otherwise on Soltec's Price List, Order Form, Confirmation of Order or Invoices or as otherwise agreed upon in writing by Soltec and Buyer, the price stated on the valid Soltec's Price List, Order Form, Confirmation of Order or Invoices is net without any deductions whatsoever.
- 1.3. All additional costs, including (but not limited to) charges for freight, packing, carriage, insurance, customs duties, fees for export, transit, import and any other permits and certificates as may be necessary, shall be borne by the Buyer.
- 1.4. If charges for packing, freight, carriage, insurance, customs duties or other additional costs are separately stated on Soltec's Price List, Order Form, Confirmation of Order or Invoices and included in the price stated thereon, Soltec reserves the right to adjust its price should the costs on which such additional charges are based be modified.
- 1.5. The supply of Soltec products not included in the price list, should take place only after Soltec has provided a quote directly on the customer's request.
- 1.6. Soltec reserves the right to change prices in case of altered quantity, colour, size, or any other facts that are the basis for price calculation.
- 1.7. The Buyer may not legally claim the right of retention of payment of the price or of the delivery of the goods, and he cannot make any exceptions or raise any counterclaims, unless Soltec substantially breaches its obligations, despite a written warning of the Buyer, and does not provide adequate guarantee.

## 2. Taxes and duties

- 2.1. Unless otherwise agreed in writing, Soltec's prices are exclusive of any federal, state or local taxes or other taxes which may now or hereafter be applicable to the transaction, the products, their sale, their value or their use or to any services performed in connection therewith.
- 2.2. The Buyer agrees to pay or reimburse any such taxes which Soltec or Soltec's subcontractors or suppliers are required to pay. Buyer shall furthermore be responsible for the import of the products into the country of delivery, if delivered outside of Slovenia.

## 3. Sales promotion

- 3.1. The Buyer, whereas this is a reseller or distributor to Soltec, agrees to use his best efforts to promote the sale of the products within his territory in and shall protect Soltec's interests with the diligence of a responsible businessman.
- 3.2. The Buyer shall provide and maintain an adequate organisation to promote sales and, where appropriate, after-sale service, with all necessary means and personnel, in order to ensure the fulfilment of his obligations throughout the territory.
- 3.3. The Buyer undertakes to strictly conform to the Soltec's marketing policy, especially with regard to the choice of products and their performance and the distribution channels, which must in any case be adequate for the trademark image of Soltec.
- 3.4. The Buyer shall take part, at his own expense, in the main fairs and exhibitions in his territory. Soltec reserves however the option to participate directly to any fair or exhibition in the territory and in such case the parties will bear their respective expenses.
- 3.5. The Buyer shall be responsible for all advertising necessary to adequately promote the Products within the territory. He agrees to regularly advertise and publicise the products as well as Soltec's name and trademarks in the territory. Any advertising and promotion regarding Soltec and/or the products shall be in strict accordance with the indications given by Soltec, in order to warrant that it conforms in all respects to the company's image and marketing policies.
- 3.6. Any advertisement materials regarding the products issued by the Buyer, including their presentation through Internet, shall strictly conform to Soltec's guidelines and must receive the prior approval of Soltec. The costs of all advertising and sale promotion activities shall, unless otherwise agreed, be borne by the Buyer.
- 3.7. The Buyer may advertise the products and/or his activity as reseller or distributor of Soltec's products on Internet, provided he informs Soltec so that the latter can check that such advertising conforms to his trademark image. The costs of such advertising will be borne, unless otherwise agreed, by the Buyer.

## 4. Soltec's support to the Buyer

- 4.1. Soltec shall provide the Buyer, at cost price, with all documentation relating to the products (brochures, price-lists, catalogues, etc.) needed by the Buyer for carrying out his commitments under the contract.
- 4.2. If such documentation needs to be translated in the language of the Buyer's country or otherwise adapted to the requirements of such country, the Buyer will carry out such translations or adaptations at his costs.
- 4.3. Unless otherwise agreed, any documentation expressly made for the Buyer's country shall be at the Buyer's charge.
- 4.4. At the end of this contract the Buyer shall return to Soltec any advertising material or other documentation provided to the Buyer which is still in the Buyer's possession.

## 5. Buyer's obligations to report market conditions

- 5.1. The Buyer shall with due diligence keep Soltec informed about his activities, market conditions and the state of competition (e.g. features and prices of competing products, marketing actions of competing firms, etc.) within his territory. He shall furthermore answer any reasonable request for information made by Soltec.
- 5.2. The Buyer shall further keep Soltec informed about the laws and regulations in force in the territory to which the products must conform (e.g. labelling, technical specifications, safety requirements, etc.) and shall require in the name and on behalf of Soltec any authorization which might be necessary for distributing or selling the products in the territory.
- 5.3. The Buyer shall further send an annual report on his activities.

## 6. Terms of Payment/Reservation of Title

- 6.1. Except as otherwise provided on the face of Soltec's Invoices or Confirmation of Order, payment shall be due all in advance prior to dispatching of products.
- 6.2. If Buyer does not observe the agreed dates of payment, Buyer shall, without any requirement of a formal notice from Soltec, pay interest to Soltec on overdue amounts from the date(s) due, at the rate of eight (8) percent per annum or any interest rate that is due on the basis of applicable local law. Payment of such interest does not release Buyer from its obligation to make payments when due.
- 6.3. Buyer shall not be entitled to any setoff of claims or retention rights ("Counterclaims"), unless such Counterclaims are based on claims or rights against Soltec that are either: (a) undisputed or (b) legally binding with final force and effect and non-appealable.
- 6.4. If, in the judgment of Soltec, the financial condition of Buyer, at any time during the manufacturing period or at the time the products are ready for dispatch, does not justify the continuance of the work to be performed by Soltec hereunder or the terms of payment specified, Soltec may require full payment in advance as well as in the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws.
- 6.5. Soltec shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges and expenses.
- 6.6. Soltec's rights under this paragraph are in addition to all rights available to it at law or in equity. Orders being placed and relevant terms of payment shall remain as specified, if the transportation, delivery, installation, commissioning or taking possession of the products or services is/are delayed or prevented due to reasons beyond Soltec's control, or if parts are missing, but to be supplied within a reasonable period of time.
- 6.7. In the event that any payment or payments are not made by Buyer in accordance with the terms or as may be otherwise agreed upon, Soltec, at its option, may terminate the underlying contract, and be entitled to claim damages.
- 6.8. The products shall be identified in the specific contract and risk of loss shall pass to Buyer when the products are placed in the hands of a carrier. Title to the products shall not pass to Buyer until all the amounts due to Soltec in respect of the delivery, including any interest and costs, have been paid.
- 6.9. Goods can only be returned with the express prior written approval of Soltec. The cost of transporting and processing returned goods (incoming goods, inspection including packaging, storage, etc.) will be borne by the Buyer.

## 7. Production Time/Delivery Time

- 7.1. Soltec products are intended Ex-Works EXW Incoterms 2010 (International Commercial Terms), company seat: Soltec d.o.o., Obrtna ulica 9, Dobova, Slovenia.
- 7.2. Soltec shall not be liable for any loss or damage to Buyer resulting from any delay in delivery.
- 7.3. Production time for any Soltec products starts when the Buyer has confirmed the offer in writing and technical plans and has provided advanced payment according to these General Sales Conditions.
- 7.4. The due date(s) on Soltec's Price List, Order Form, Confirmation of Order or Invoices are approximate and shall be reasonably extended if:
  - (a) information required by Soltec from Buyer to execute the order is not received in a timely manner;
  - (b) if changes to the Order are agreed upon by Soltec and Buyer;
  - (c) Soltec is not able to make timely production by reason of hindrances which, despite due care, Soltec cannot avoid (inclusive of those occurring in the works of its major suppliers or third parties), such as epidemics, pandemics, act of civil or military authority, mobilization of armed services, war, riots, strikes, boycotts, picketing, lock-outs or other disturbances, machinery breakdowns, accidents, labor conflicts, delayed or deficient

delivery of necessary raw materials or semi-manufactured and manufactured products, the need to scrap important components due to defective casting, official or other measures of whatever kind, transport difficulties, natural catastrophes, and any acts of God;

or (d) if Buyer or a third party is behind schedule with work which it has to carry out, or late in fulfilling its contractual obligations (including, but not limited to failure by Buyer to observe the terms of payment).

- 7.5. Soltec shall not be liable for any loss or damage to Buyer resulting from any delay in production, except as noted below.
- 7.6. Buyer shall be entitled to cancel an order already being placed or refund of advanced payments or damages for delay in production, only if it can prove that said delay has been caused by direct fault of Soltec and that Buyer has suffered a loss as a result of such delay.
- 7.7. Notwithstanding anything to the contrary, damages for delayed production shall in no cases exceed one half (1/2) of one percent (1%) for every full week of delay and shall in no case whatsoever exceed a total of five percent (5%) of the sales price Ex-Works of that portion of the supplies which have been delayed. In no event shall any damages be due to Buyer for the first two (2) weeks of any delay.
- 7.8. It is the Buyer responsibility to take over the goods upon delivery and to inspect them. The Buyer will sign the bill of delivery with acknowledgment of receipt stating its name. The Buyer can authorize someone else to represent them in order to take over the goods.

## 8. Modification of Orders

- 8.1. Orders being placed may be revoked or modified by the Buyer only with written permission of Soltec. Changes to the original order being placed have to be communicated in writing and are subject to Soltec's acceptance. When the production for carrying out the order has already started prior to the modification or revocation of the order, the Buyer shall be charged with the cost of the material purchased or produced and which can no longer be used in relation to the modified or revoked order. Changes to any given order that is approved by Soltec automatically leads to an extension of the production time of the same order.

## 9. Soltec's Trademarks - Unfair competition - Confidentiality

- 9.1. The Buyer acting as a reseller or distributor to Soltec shall use Soltec's trademarks, trade names or any other symbols (hereafter «Trademarks»), but only for the limited purpose of advertising the sale of the products and identifying himself as a reseller or distributor of Soltec, such use of the Trademarks being made in Soltec's sole interest.
- 9.2. Any use of the Trademarks on advertising materials or on any other materials addressed to third parties or on Internet (especially on the Buyer's web site, if any) shall require the prior written consent of Soltec.
- 9.3. The Buyer agrees neither to register, nor to allow or favour the registration by third parties of any of the Trademarks (nor of any trademarks, trade names or symbols which are confusingly similar to the Trademarks), in the territory or elsewhere.
- 9.4. He furthermore agrees not to include the Trademarks in his own trade or company name.
- 9.5. The Buyer shall inform the Supplier, as soon as he gets notice of it, about any acts of unfair competition or infringement of Soltec's Trademarks or other intellectual property rights (e.g. patents) by third parties and concerning the Products. He shall also assist Soltec in defence of his rights in the territory.
- 9.6. The Buyer shall not reveal either during the currency of this contract or after its termination or expiration Soltec's trade or commercial secrets or other confidential information (e.g. technical data regarding the products, discount policies, general conditions of sale, warranty conditions, etc.) that has come to his knowledge through his activities as reseller or distributor of Soltec, and agrees not to use such secrets or confidential information for purposes other than those of the present contract.

## 10. Warranty

- 10.1. Soltec warrants that the products will adhere to Soltec's description and that the specifications will be the kind and quality described in the contract and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear on the date of delivery, Soltec shall, in complete fulfillment of its liabilities under this warranty, if given written notice by Buyer, correct by repair or replacement, at discretion of Soltec.
- 10.2. The Buyer acknowledges that there may be deviations in the colour of the delivered goods compared to the sample shown in Price List, Soltec's documentation or presented photos or material, and that slight colour deviations may occur when the surface is enameled. Such deviations do not give the Buyer the right to any claim or demand for the annulment of agreement or to refuse delivery and/ or payment of the products.
- 10.3. Soltec can arrange the transport of the products upon request, on behalf of the Buyer and at his risk and costs.
- 10.4. Buyer shall be obliged to inspect the Products upon delivery: inspection shall regard amongst others appearance, status, quantity and size of products. Within ten (10) days after delivery and before installation, the Buyer will report to Soltec about any visible defects or damages or non-conformity of parts and products, marking them on the delivery note and report them to Soltec.
- 10.5. Defects or damages or non-conformity, including any possible missing parts, which are reported at a later date will not be accepted by Soltec and, except for any latent defects, any failure to inspect the products within this period shall be deemed as an acceptance of the products.
- 10.6. Date of delivery starts when the products leave Soltec's facility on an Ex-Works basis. Latent defects shall be sent to Soltec by the Buyer via registered mail or the official e-mail address immediately after discovery and no later than one (1) month from delivery. Any complaints made at a later date will not be accepted.
- 10.7. Buyer shall fully cooperate with Soltec and make the products available for inspection if so requested by Soltec, by supplying photographic evidence and/or returning defective components on the address of Soltec. In no event will Soltec be responsible for providing access to the defective part or parts or for the disassembly, removal, or reinstallation of the products or components thereof.
- 10.8. The warranty contained in this section will terminate immediately if Buyer or a third party undertakes inappropriate or improper use, modification or repairs or if Buyer, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify Soltec in writing of its obligations to remedy such defect.
- 10.9. Correction of nonconformities in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Soltec to the Buyer, whether based on contract, negligence or otherwise, with respect to such products. The warranty provided for in this Section shall not be applicable if Buyer is in arrears with any payments due.
- 10.10. Returns of goods, for any reason due, must first be authorized by Soltec and, unless otherwise agreed, sent to the headquarters of Soltec at the expenses of the buyer.
- 10.11. Soltec assumes no responsibility or liability for any accidents caused to third parties or direct and indirect damages to property during the installation phase, as well as any direct and indirect damages to goods caused by improper installation.
- 10.12. Soltec shall not be liable in any civil, criminal and/or administrative proceedings for the damage caused by unauthorized use of the products and/or following their use outside the parameters of performance specifically provided for each specific type of product.
- 10.13. Warranty of Soltec's product is applicable as follows:

- 10.14. The Buyer acknowledges and accepts that the value of the components that have to be replaced under warranty because recognized as originally defective, decreases in time, with the exception of motors and automation (control units, transformers and other possible electronic parts), which is calculated according to the following depreciation parameters:

**1<sup>st</sup> and 2<sup>nd</sup> year 100% of the value;**

**3<sup>rd</sup> year 60% of the value;**

**4<sup>th</sup> year 40% of the value;**

**5<sup>th</sup> year 20% of the value.**

- 10.15. The warranty is limited to the repair or replacement at the expense and choice of Soltec of the parts affected by faults and/ or defects and/or non-compliant with the advised quality.
- 10.16. The customer is not entitled to claim any other compensation or damages from Soltec, such as installation costs, travel expenses and salaries. Installation and maintenance of goods must always be performed in accordance with the Installation manual and User manual instructions.
- 10.17. Furthermore, resellers of Soltec products are responsible to perform the installation as well as any further maintenance as needed and instruct the final user according to the Instructions Manual.
- 10.18. Qualified personnel must be appointed to carry out any electrical connections, grounding and any intervention on the electrical systems and any interventions carried out by unauthorized personnel invalidate the warranty relieving Soltec from any liability arising in any way.
- 10.19. Warranty cannot be claimed in case of damage to goods from improper use and / or inadequate maintenance. Incorrect use can be understood as any abuse, dangerous handling, incorrect or compulsive use and improper repair or modification.
- 10.20. Soltec's warranty does not apply in case of damages caused during harmful environmental conditions, riot, civil commotions or war, transport or storage, errors caused by unauthorized repairs by third parties and in case for any malfunctions or damages caused by parts that have not been approved by Soltec's technical department.
- 10.21. The warranty also does not apply in the event of improper use or installation, in case of damages caused by painting, drilling, corrosion, saltiness, temporary or permanent change in environmental factors, installation for purposes others than the ones the product was designed for. Soltec shall not be liable for direct, indirect, incidental or consequential damages such as, but not limited to, loss of profits or revenue, damage or loss of other property or Products or cost of capital.
- 10.22. The remedies of Buyer set forth herein are exclusive and Soltec's liability with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the cost of the Products or part on which such liability is based.

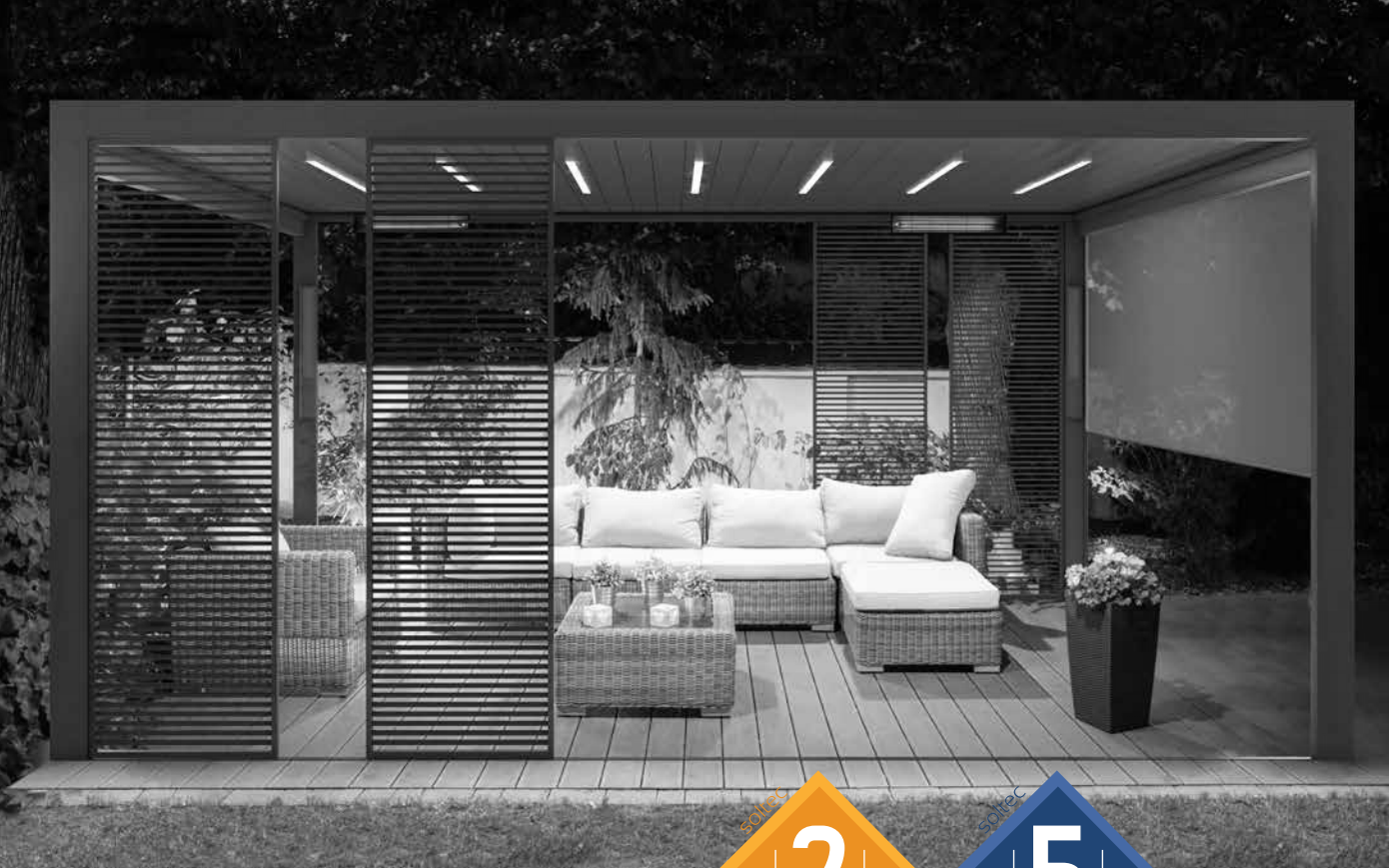
## 11. Governing law

- 11.1. This contract shall be governed by and construed in accordance with the laws of the Republic of Slovenia, without any regard to this country's or any other jurisdiction's conflicts of law principles.
- 11.2. Buyer and Soltec stipulate and agree that the court of competent subject matter jurisdiction for the city of Krško, Slovenia shall have jurisdiction and both parties agree that such venue is proper in such courts for all actions or proceedings with respect to these General Sales Conditions.

Bioclimatic Pergola Agava		Other product / projects Blinds, Roller Blinds, Sliding / folding panels, Sunbreakers
Structure	5 Years	2 Years
Led lights	1 Year	
Electronic parts	2 Years	
Fabrics	2 Years	
Other parts and components	2 Years	







2-year warranty on  
electronic equipment  
and components



5-year warranty  
on the structure of  
Pergola Agava™

5 year warranty,  
made in EU, fully  
certified

**soltec** | More light,  
more life.

**INOX**  
STAINLESS  
STEEL



To ensure optimal quality, Pergola Agava is in accordance with the following EN standards:

EN 1990:	<b>Basis of Structural Design</b>
EN 1991:	<b>Actions on structures</b>
EN 1991-1-1:	<b>General actions - Densities, self-weight, imposed loads for buildings</b>
EN 1991-1-3:	<b>General actions - Snow loads</b>
EN 1991-1-4:	<b>General actions - Wind actions</b>
EN 1991-1-5:	<b>General actions - Thermal actions</b>
EN 1993:	<b>Design of steel structures</b>
EN 1998:	<b>Design of structures for earthquake resistance</b>
EN 1999:	<b>Design of aluminium structures</b>
EN 1090:	<b>Execution of steel and aluminium structures</b>
EN 13561:	<b>External blinds and awnings. Performance requirements including safety</b>
EN 60335-1:	<b>Household and similar electrical appliances - Safety - Part 1: General requirements</b>
EN 60335-2-97:	<b>Household and similar electrical appliances. Safety. Particular requirements for drives for rolling shutters, awnings, blinds and similar equipment</b>

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