

**Horizontal Sliding Wall System**  
**System SF 50 H-S-W**  
**Non Insulated Aluminum System**



# Index

Description	Page
General information & product features	1.4-1.6
Technical Information	1.7-1.11
Measurement	2.1
Assembly instructions	3.1-3.13
Maintenance and servicing instructions	4.1-4.4
Warranty	5.1-5.2
Terms of sale	6.1-6.5

# Horizontal Sliding Walls

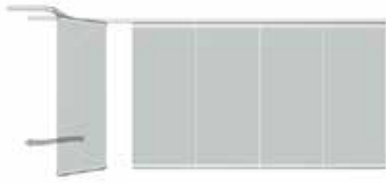
Large buildings and wide shop fronts can be closed and reopened conveniently and barrier-free across the entire area with the SUNFLEX horizontal sliding wall systems. The individual glass panels are not connected to each other. Thus, they can be parked in a space-saving manner not only at the ends, but in a position to be determined individually. Since the system does not require any bottom track, no connections are necessary in the floor area. This also makes them ideal room dividers and dividing walls.



## System information

- ☐ Panels stacked in parking bay when open
- ☐ Panel partition and parking bay design are freely selectable
- ☐ Top hung construction
- ☐ Bottom track optional
- ☐ Optional with integrated pass door in any sliding panel
- ☐ Safety is ensured by shoot bolts locking into floor sockets
- ☐ Optional extra locking mechanism by means of latch, latch lock and turn knob/key cylinders
- ☐ Various glazing types, lock types, colors, finishes, wood types, etc. possible
- ☐ Dual brush seals, top and bottom
- ☐ Low-wear and maintenance-free fittings

## Operation



Turning of the opening panel



Sliding the panels towards the opening side



Panels in the parking bay

## Details



- ☐ Separate pass door optional as single door or french door style



- ☐ Different kinds of lockings and handles available



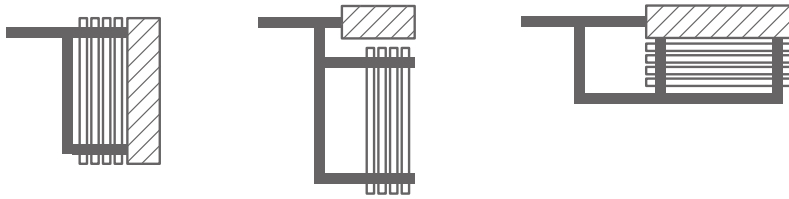
- ☐ Mushroom-head lock for optimal tightness and increased burglar resistance

## System SF 50 H-S-W non insulated aluminum system

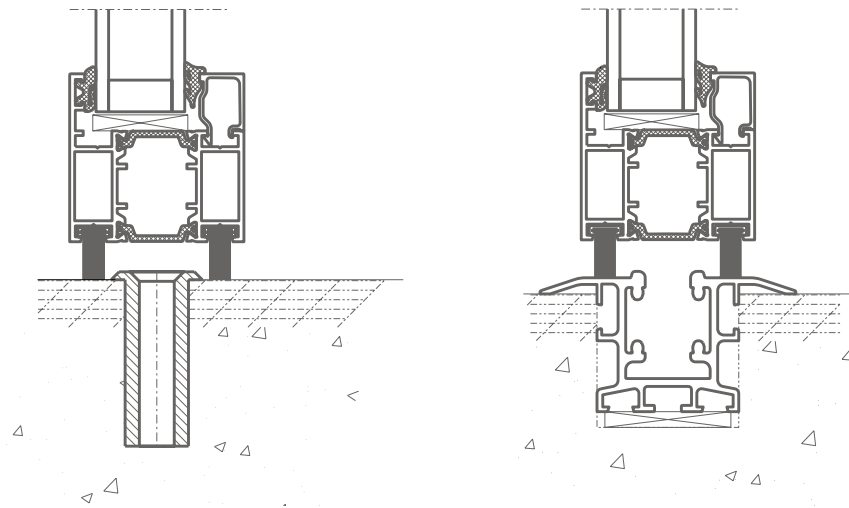


- ☐ Horizontal sliding wall made of non insulated aluminum profiles
- ☐ The system is internally glazed as standard and can accommodate glazing thickness of 1/4" (6 mm) to 1 1/2" (38 mm)
- ☐ Sound transmission control STC 30 (based on single pane glass)

## Standard parking bay designs



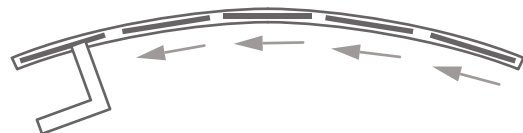
## Floor sill options



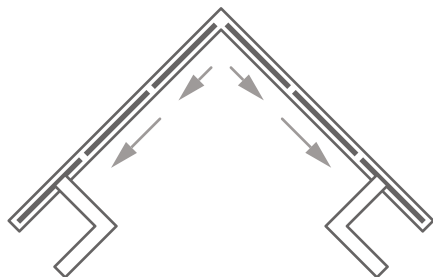
## Geometric options



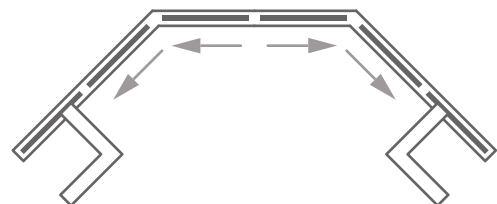
Corner Angles 90°



Segmented systems



Corner Angles 90°



Corner Angles 90°-180°

## Technical Information

### Profile system

- ☐ Horizontal sliding partition in non-thermally insulated aluminum profiles
- ☐ Suspended design made up of individually sliding panels
- ☐ The construction profile depth: 2 3/16" (55 mm)
- ☐ Panels can be opened and parked inwards, outwards or centered
- ☐ Opens to the inside, outside or pivoting
- ☐ Opens by sliding to one side or both sides
- ☐ Optional with side jambs
- ☐ Height adjustment after installation possible

### Hardware

- ☐ All fittings hidden within profiles
- ☐ Low-maintenance, non-corroding and failsafe hardware components
- ☐ Panel locking takes place via rods that engage approximately 22 mm in the floor
- ☐ Locking and unlocking of panels via actuating levers with anti-intruder catches
- ☐ Panels can additionally be fitted with profile cylinder locks
- ☐ Design allows for separately operated pass door panel with lever-operated multiple locking system, lock and profile cylinder

### Runner system

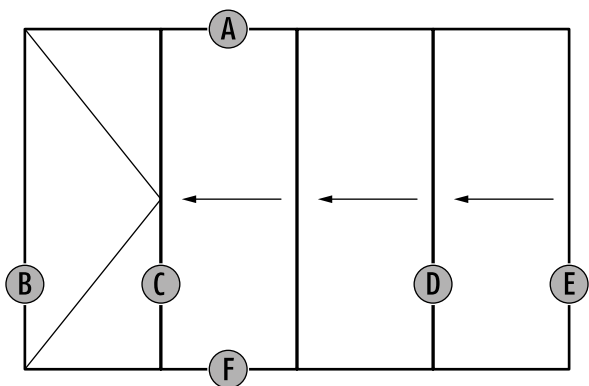
- ☐ Each element is hung from two runner assemblies that slide in a ceiling-mounted aluminum track
- ☐ Low-noise, hard-wearing, heat and cold resistant running rollers
- ☐ Runner assemblies can cross any angle between 90° and 180°

### Sealing and ventilation

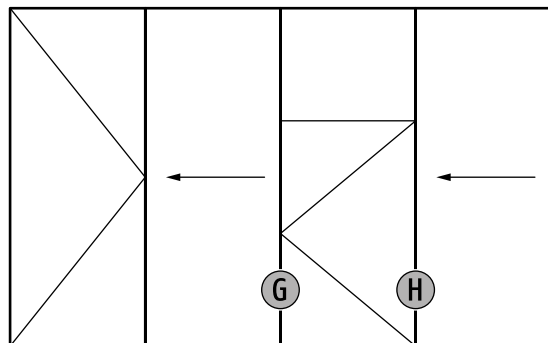
- ☐ In the vertical panel joint rain and wind proofing ensured by EPDM seals at two sealing levels
- ☐ Double brush seals with flexible plastic base are fitted horizontally at bottom

### Glazing

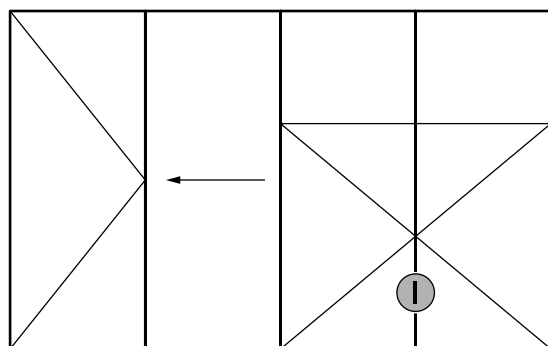
- ☐ Glazing configuration of 1/4" to 1 1/2" (6 mm to 38 mm) possible
- ☐ Glazing can be replaced without difficulty
- ☐ Panels can be replaced without difficulty



Details at even panel partitioning in one direction



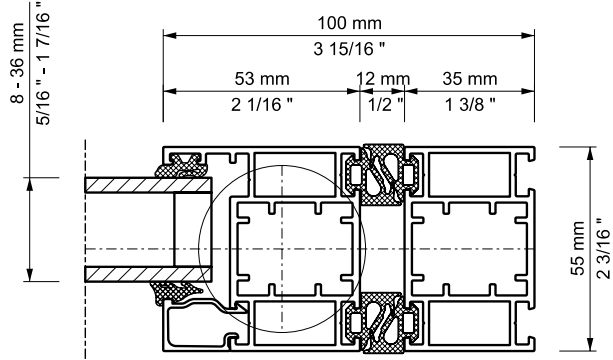
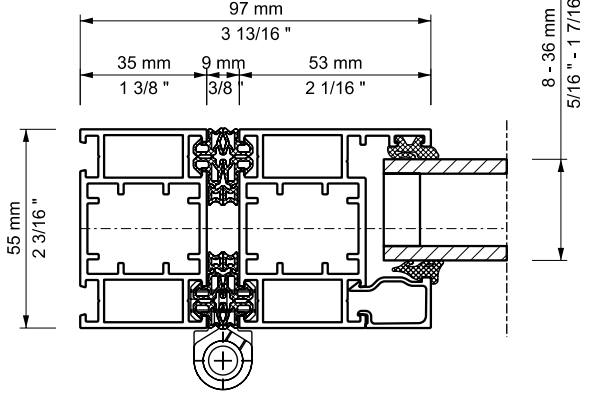
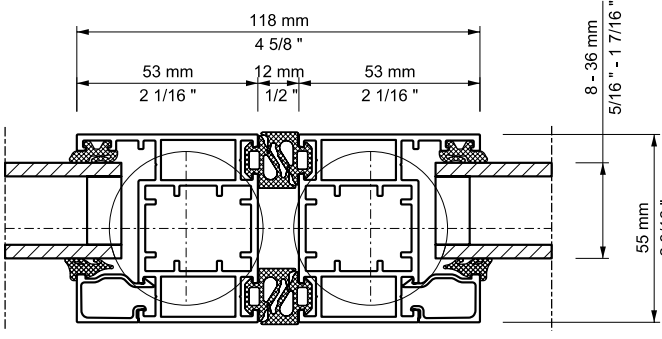
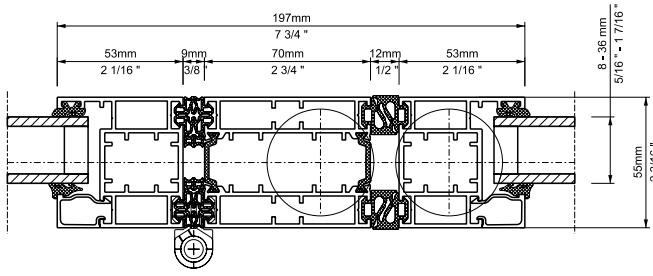
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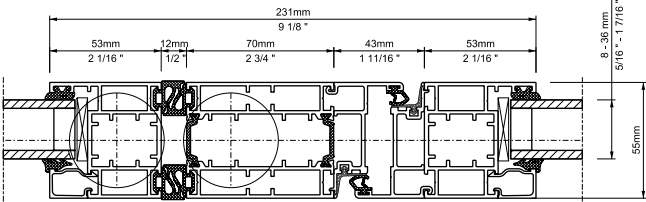
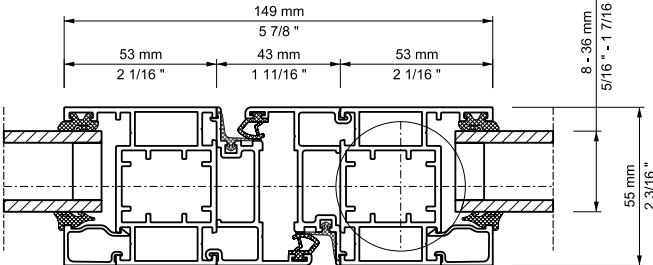
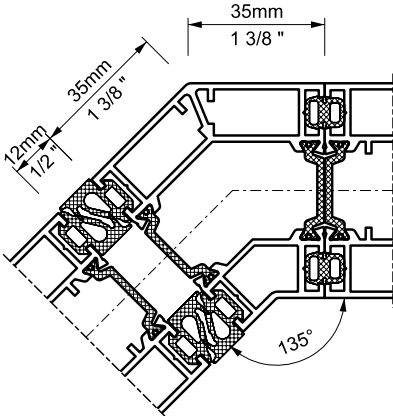
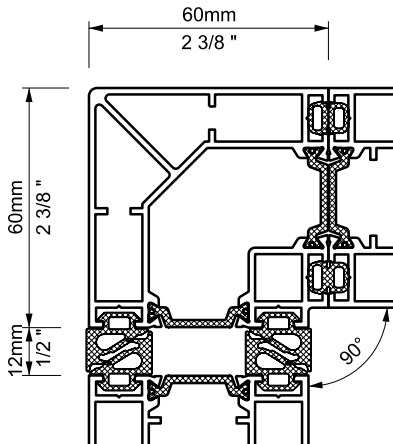


Details at even panel partitioning in one direction

Ref.	Section	Description	Page
F	SF50HSW-003	Vertical-Section, locking socket	1.9
F	SF50HSW-004	Vertical-Section, flush bottom track	1.9
A	SF50HSW-001	Vertical-Section, top track	1.9
A	SF50HSW-002	Vertical-Section, top track with overlay profile inwards and outwards	1.9
E	SF50HSW-101	Horizontal-Section, side jamb - sliding panel	1.10
B	SF50HSW-102	Horizontal-Section, side jamb - turn panel	1.10
D	SF50HSW-103	Horizontal-Section, sliding panel - sliding panel	1.10
H	SF50HSW-104	Horizontal-Section, panel - panel sliding panel - hinge side integrated turn panel	1.10
G	SF50HSW-105	Horizontal-Section, panel - panel sliding panel - gate integrated turn panel	1.11
I	SF50HSW-106	Horizontal-Section, panel - panel wall side turn panel - sliding panel	1.11
E	SF50HSW-107	Horizontal-Section, 135°- corner post	1.11
E	SF50HSW-108	Horizontal-Section, 90°- corner post	1.11

<p><b>F</b></p> <p>OUTSIDE</p> <p>INSIDE</p>	<p><b>F</b></p> <p>OUTSIDE</p> <p>INSIDE</p>
<p>Description: Vertical-Section, locking socket</p> <p>System: SF50 H-S-W</p> <p>Detail-No.: SF50HSW-003</p>	<p>Description: Vertical-Section, flush bottom track</p> <p>System: SF50 H-S-W</p> <p>Detail-No.: SF50HSW-004</p>
<p><b>A</b></p> <p>OUTSIDE</p> <p>INSIDE</p>	<p><b>A</b></p> <p>OUTSIDE</p> <p>INSIDE</p>
<p>Description: Vertical-Section, top track</p> <p>System: SF50 H-S-W</p> <p>Detail-No.: SF50HSW-001</p>	<p>Description: Vertical-Section, top track with overlay profile inwards and outwards</p> <p>System: SF50 H-S-W</p> <p>Detail-No.: SF50HSW-002</p>

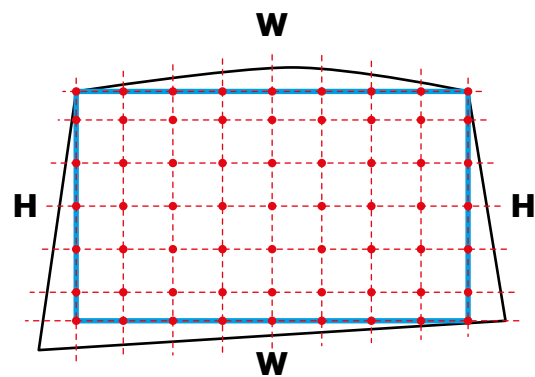
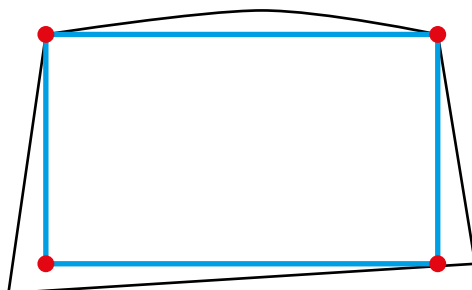
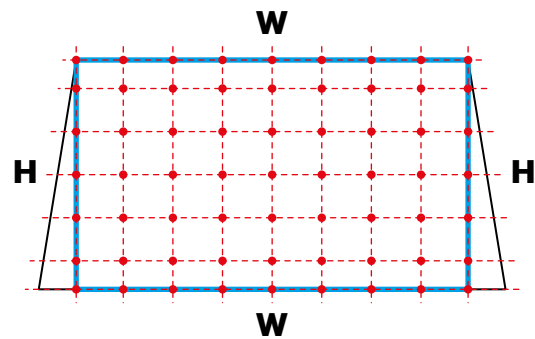
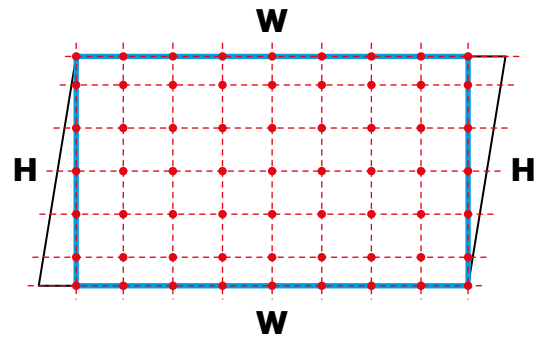
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<div data-bbox="121 966 527 1039" data-label="Text">           Description: Horizontal-Section, side jamb - sliding pane         </div> <div data-bbox="527 966 803 1039" data-label="Text">           System: SF50 H-S-W Detail-No.: SF50HSW-101         </div>	<div data-bbox="820 966 1226 1039" data-label="Text">           Description: Horizontal-Section, side jamb - turn panel         </div> <div data-bbox="1226 966 1502 1039" data-label="Text">           System: SF50 H-S-W Detail-No.: SF50HSW-102         </div>
<div data-bbox="138 1071 170 1113" data-label="Text"><b>D</b></div> <div data-bbox="430 1060 503 1092" data-label="Text">OUTSIDE</div>  <div data-bbox="430 1848 503 1879" data-label="Text">INSIDE</div>	<div data-bbox="836 1071 868 1113" data-label="Text"><b>H</b></div> <div data-bbox="1128 1060 1201 1092" data-label="Text">OUTSIDE</div>  <div data-bbox="1128 1848 1201 1879" data-label="Text">INSIDE</div>
<div data-bbox="121 1900 527 1974" data-label="Text">           Description: Horizontal-Section, sliding panel - sliding panel         </div> <div data-bbox="527 1900 803 1974" data-label="Text">           System: SF50 H-S-W Detail-No.: SF50HSW-103         </div>	<div data-bbox="820 1900 1226 1974" data-label="Text">           Description: Horizontal-Section, panel - panel sliding panel - hinge side integrated turn panel         </div> <div data-bbox="1226 1900 1502 1974" data-label="Text">           System: SF50 H-S-W Detail-No.: SF50HSW-104         </div>

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## Measurement

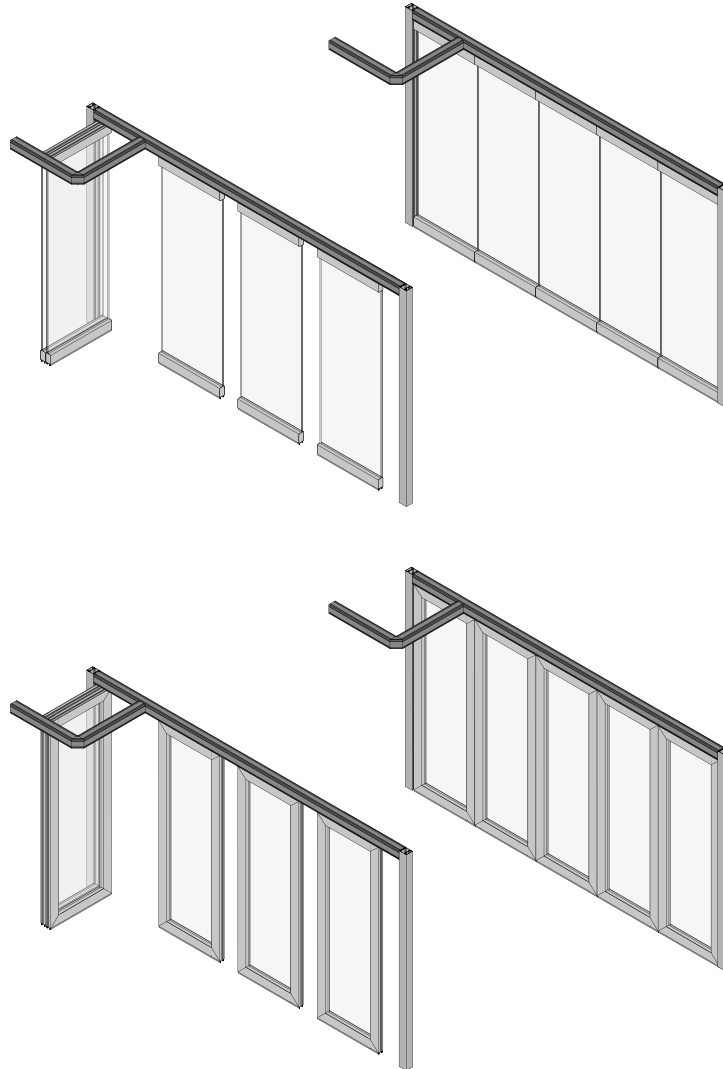
It is important to measure at multiple points for both height and width making sure to capture the shortest height and width.





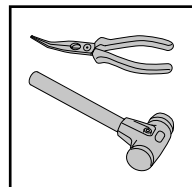
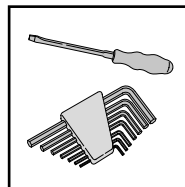
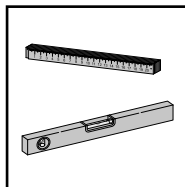
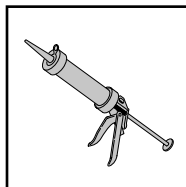
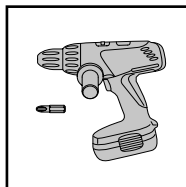
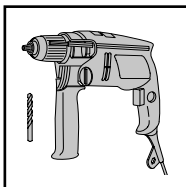
# Assembly instructions

## SF 40, 50, 55, 75 H-S-W



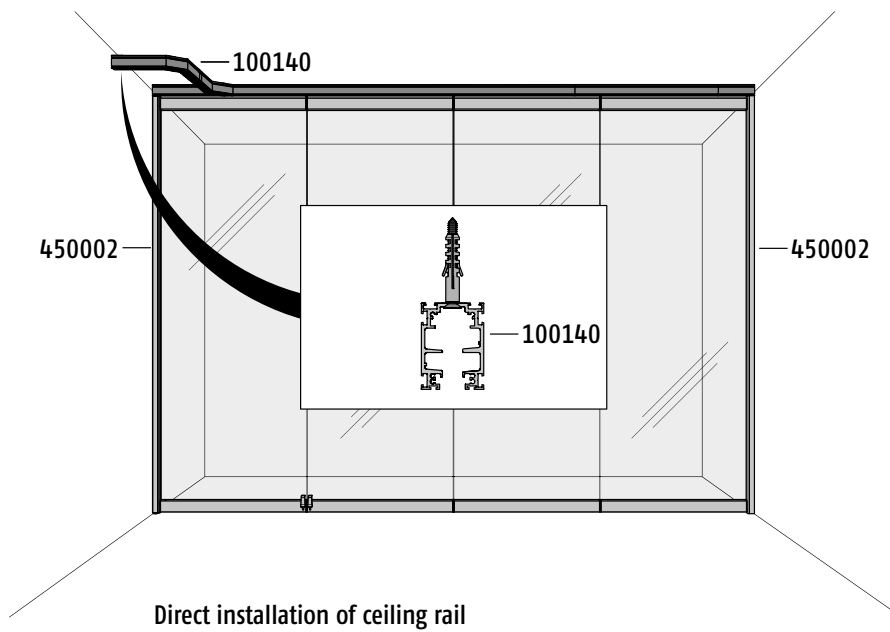
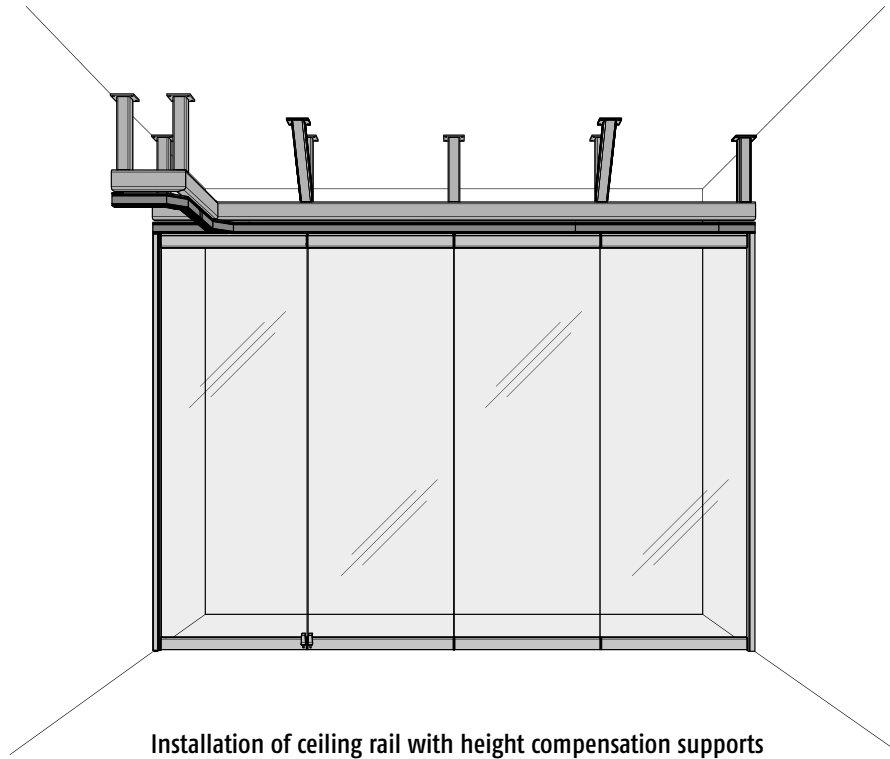
Symbols used:  Caution

Tools required:



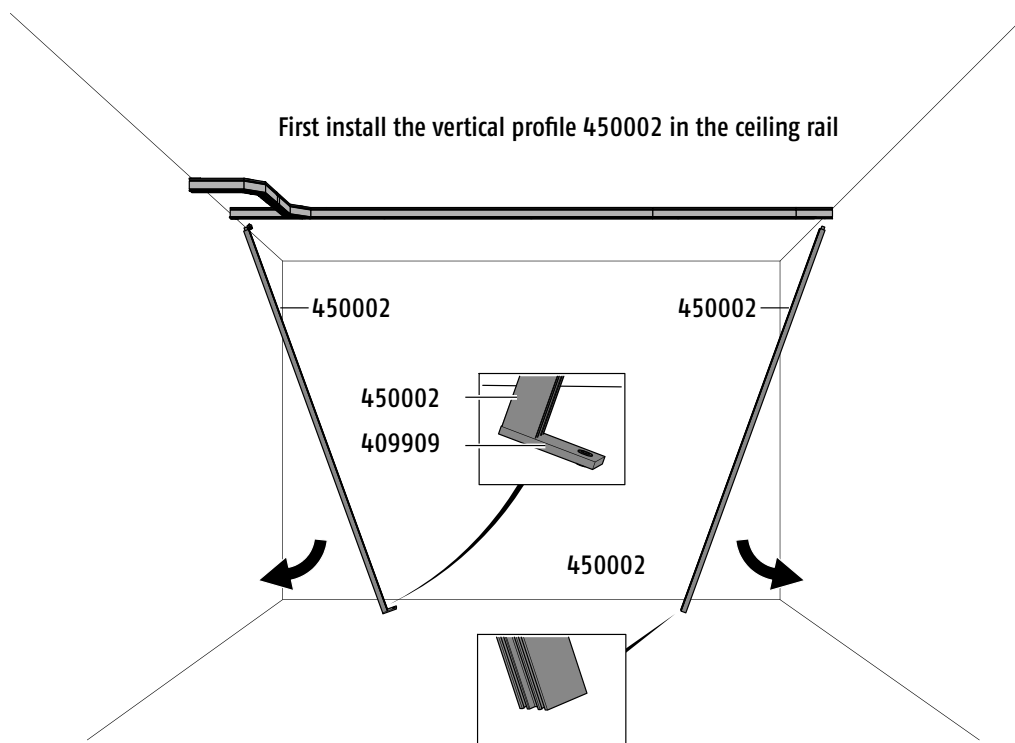
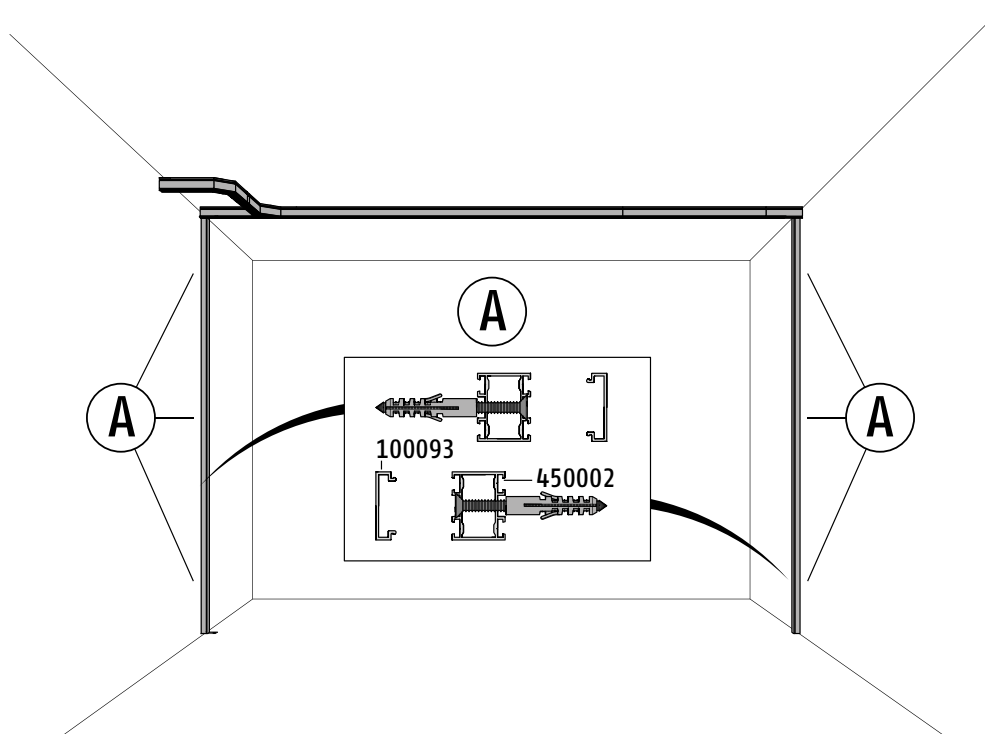
**Important:**

After successful assembly the fitter must give instructions to the customer in order to avoid incorrect operation.

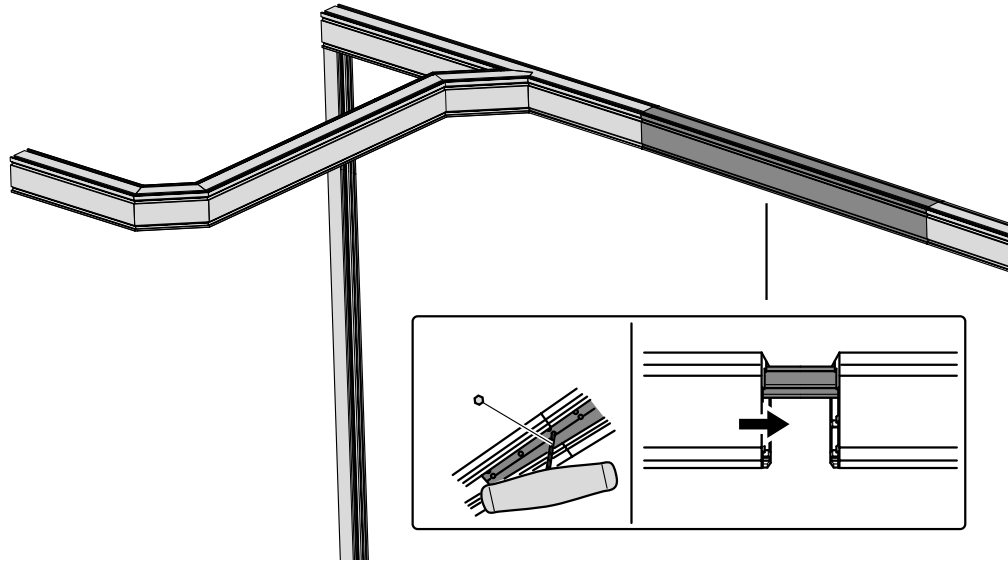


**01**

First install the vertical profile 450002 in the ceiling rail

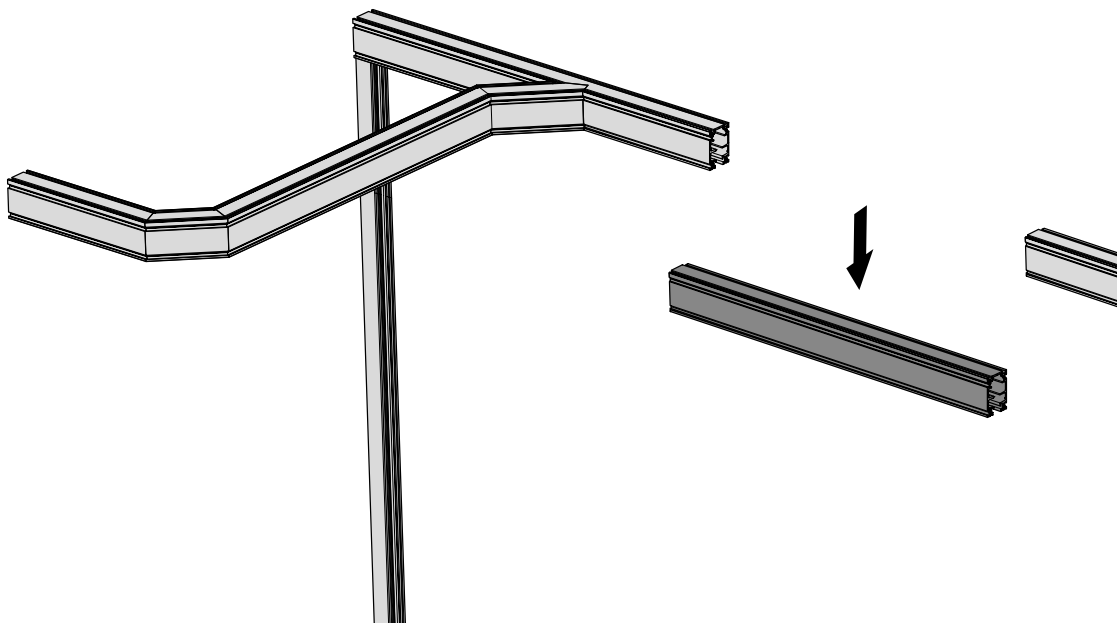

**02**


03

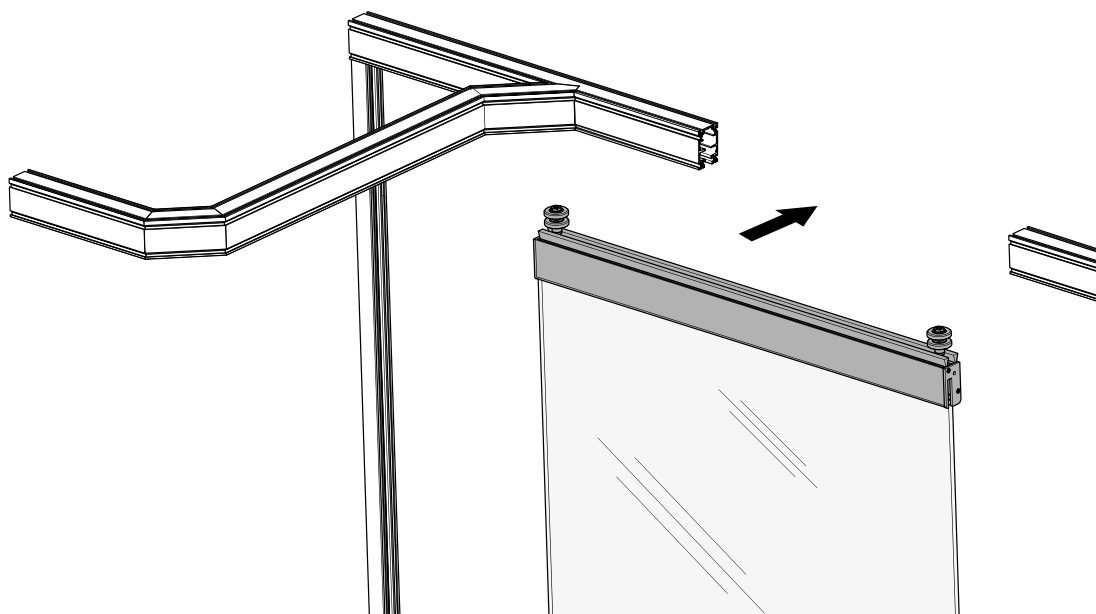


Installation and service access

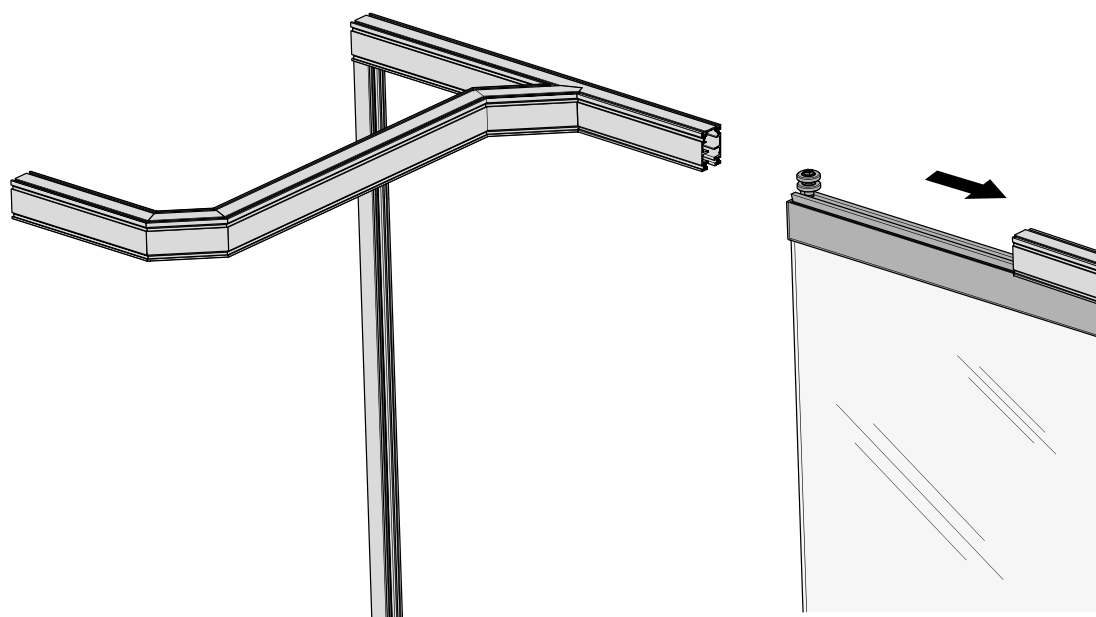
04



**05**

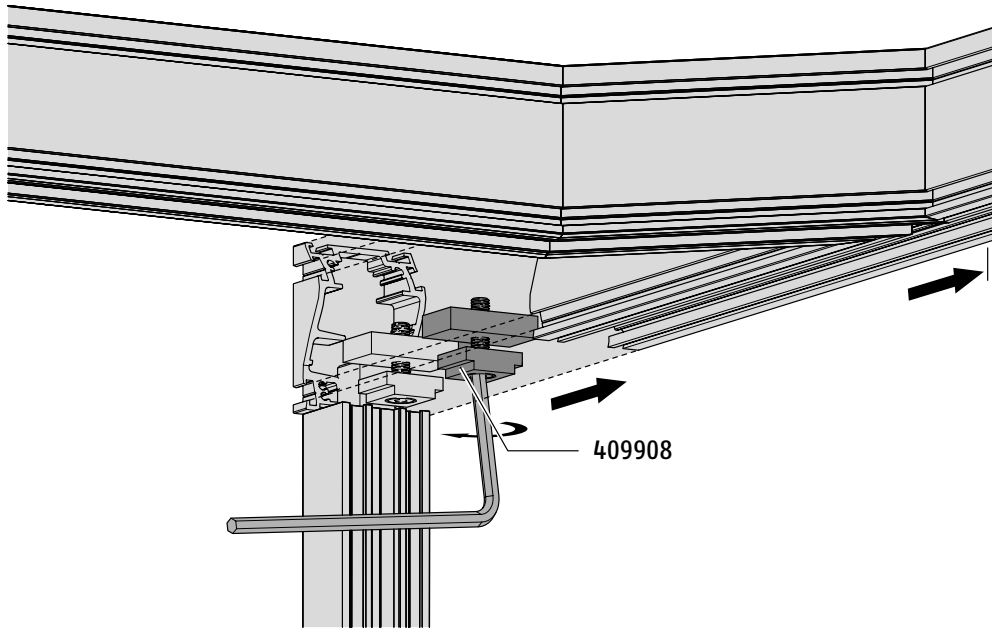


**06**



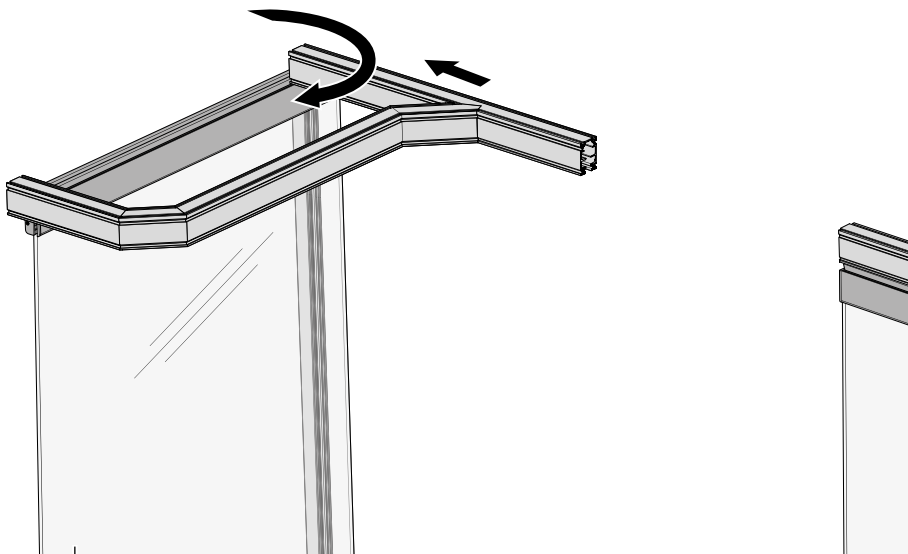
Attaching the panels 3, 4, 5 ..., starting with the last panel

07



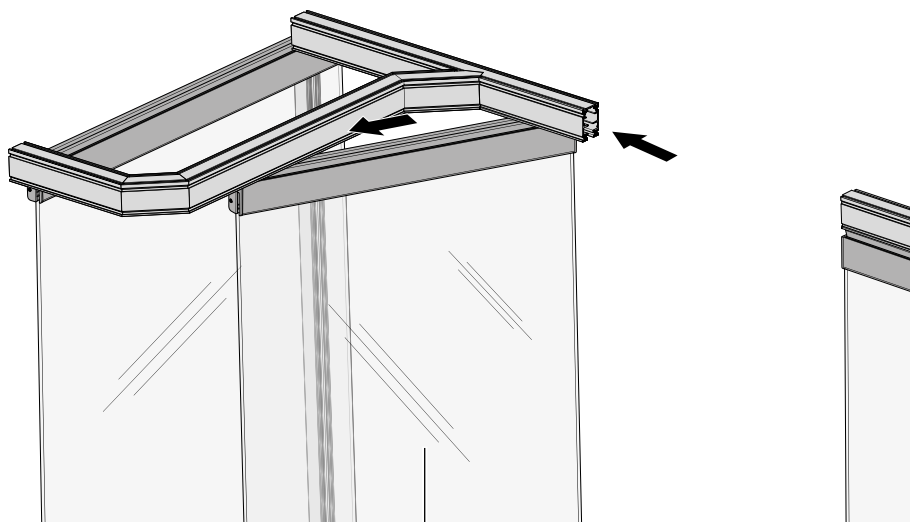
Mounting of the turn panel

08



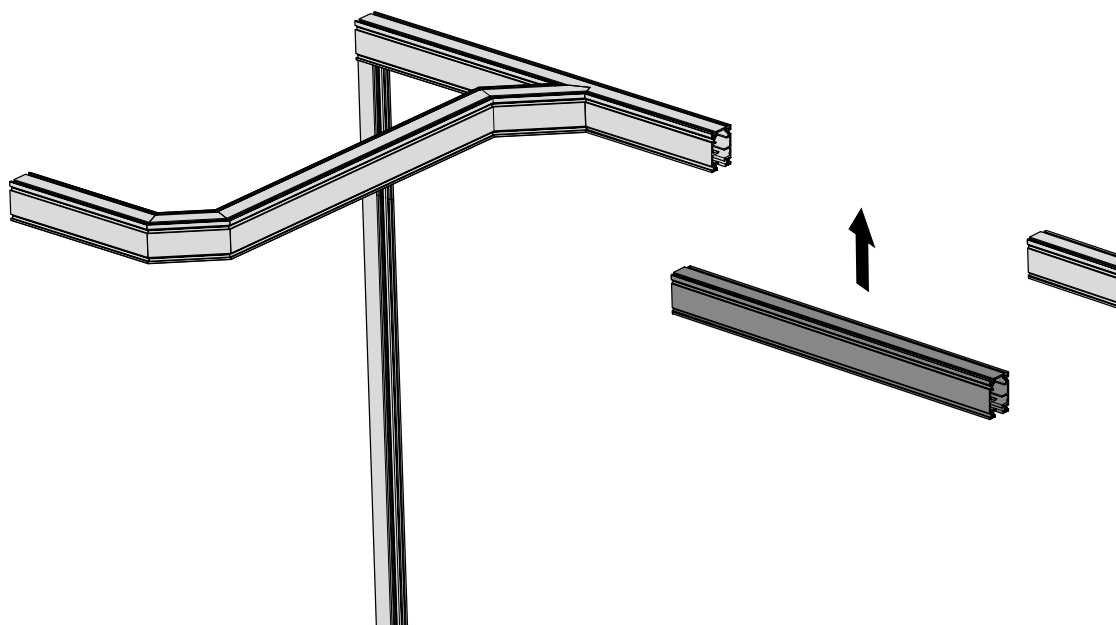
Turn panel

**09**

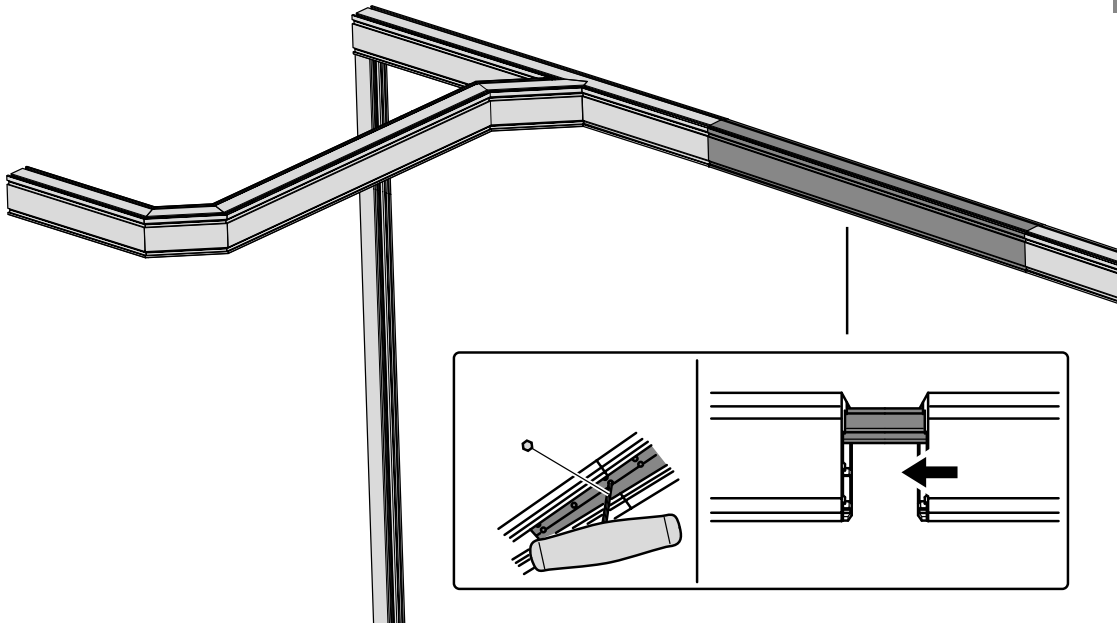


Attaching the panels 2

**10**

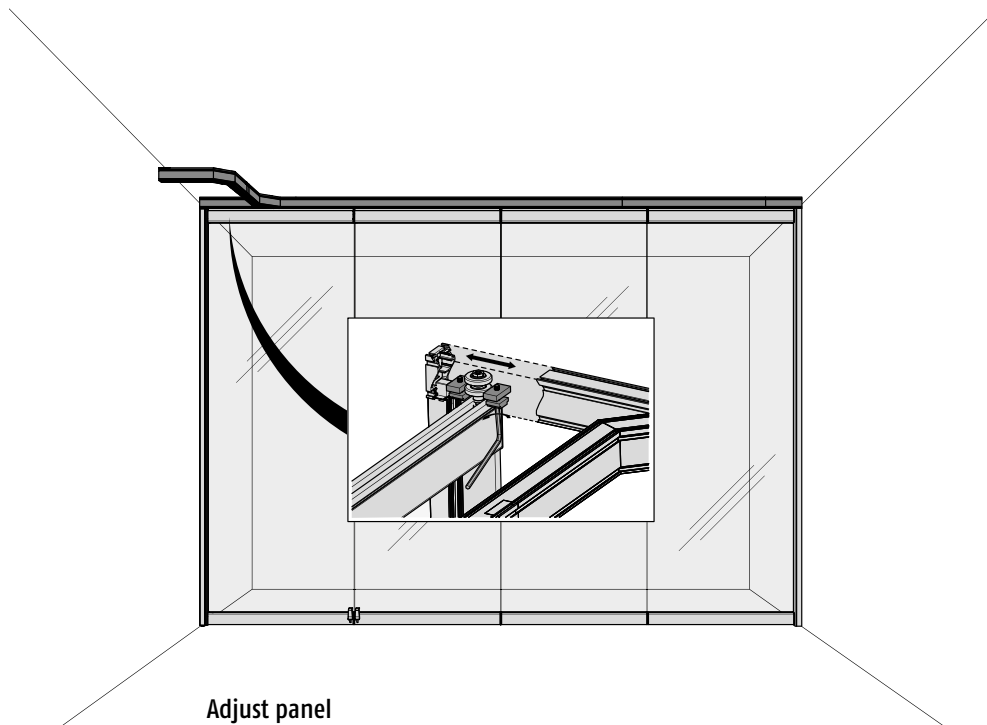


**11**



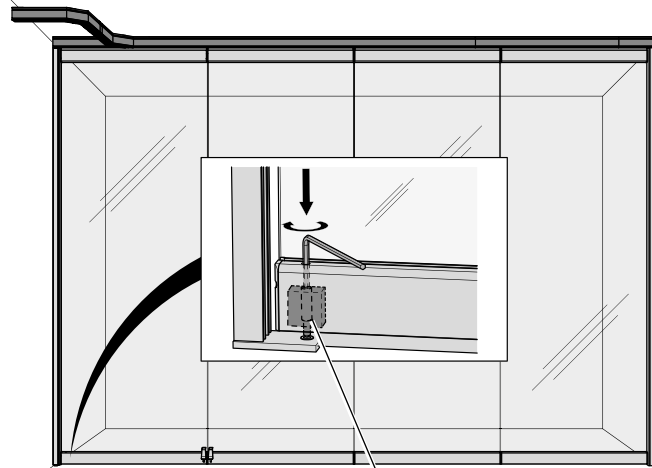
Installation and service access

**12**



Adjust panel

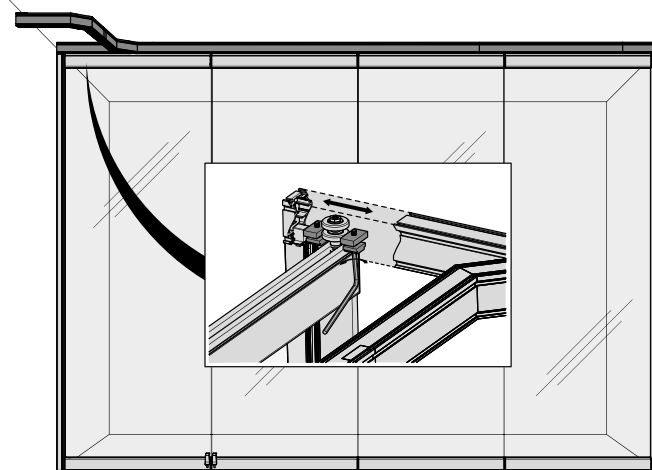
**13**



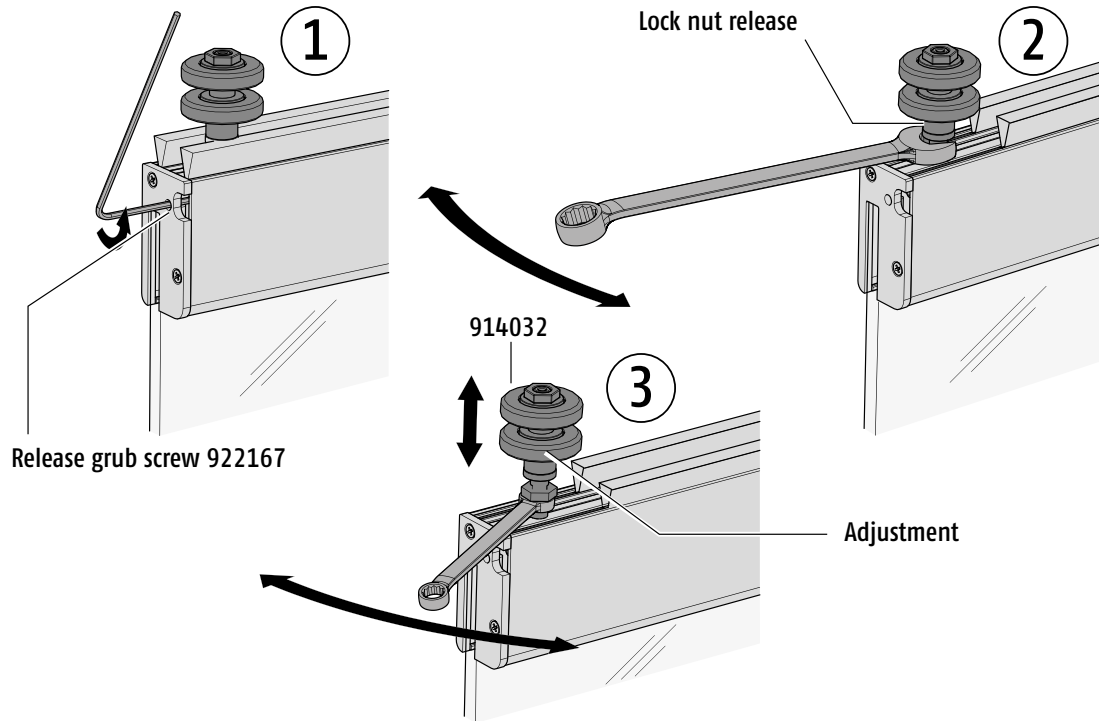
Turn in pivot pin

921169

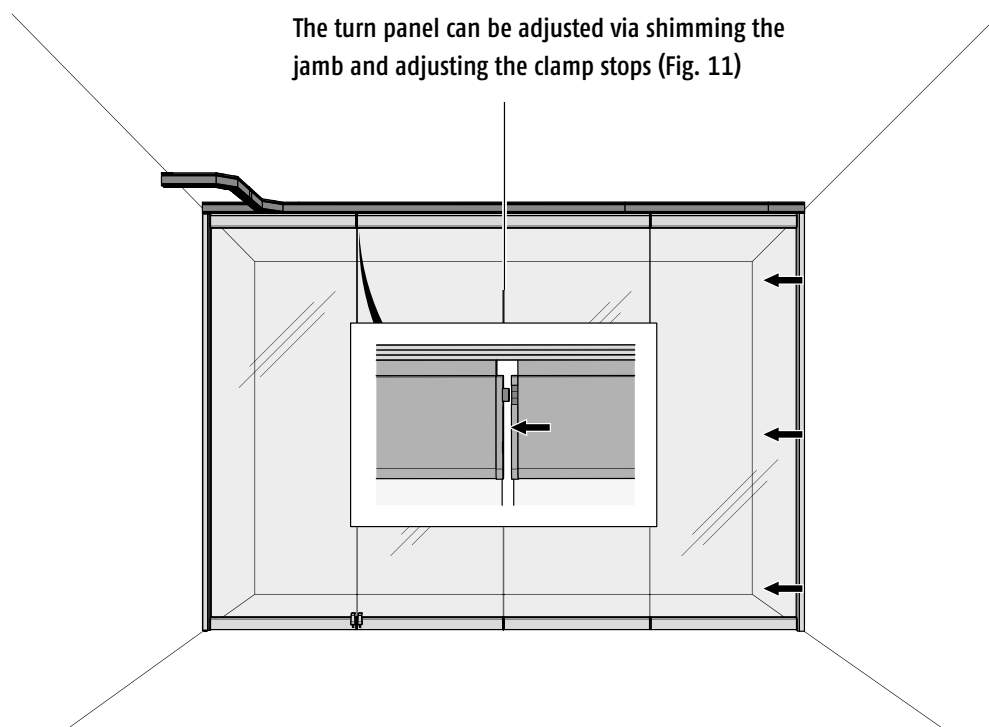
**14**



Positioning of the clamp stops



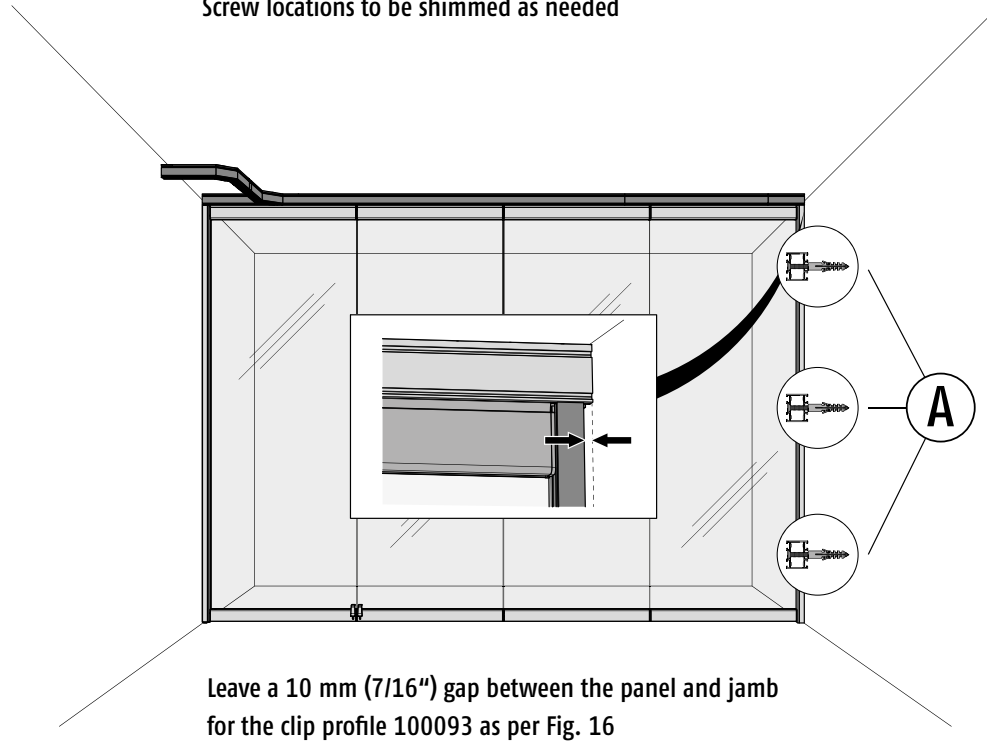
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16

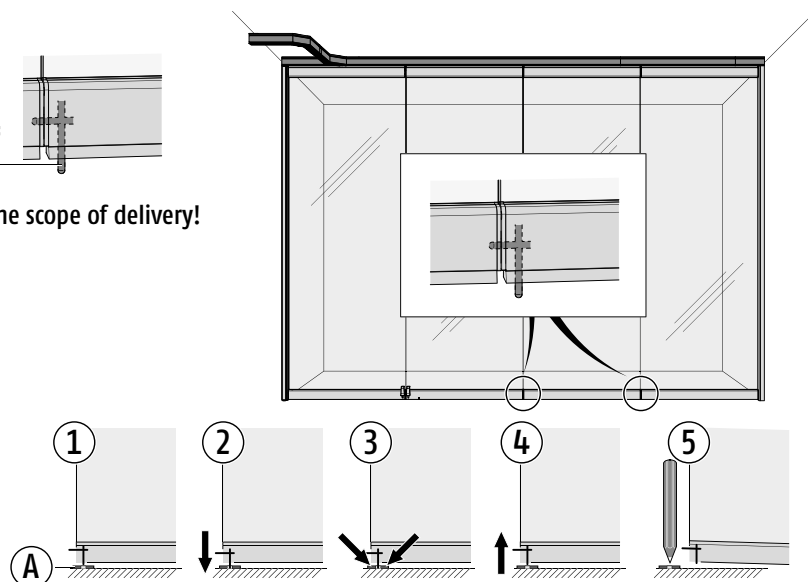
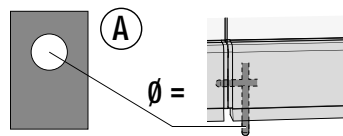
**17**

Screw locations to be shimmed as needed

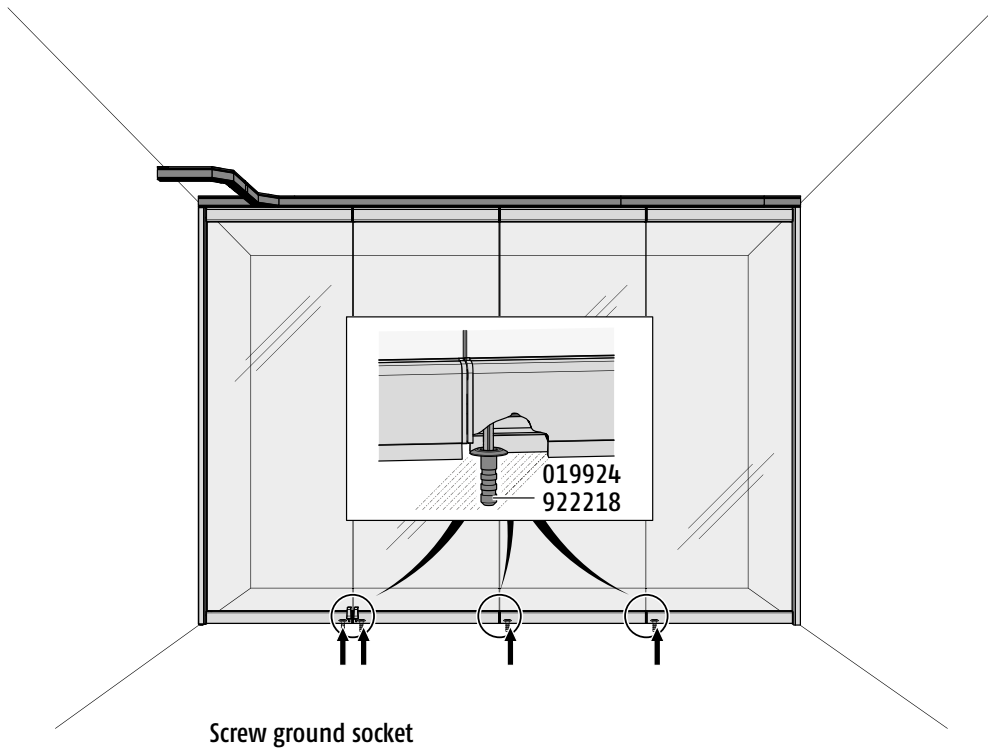


**18**

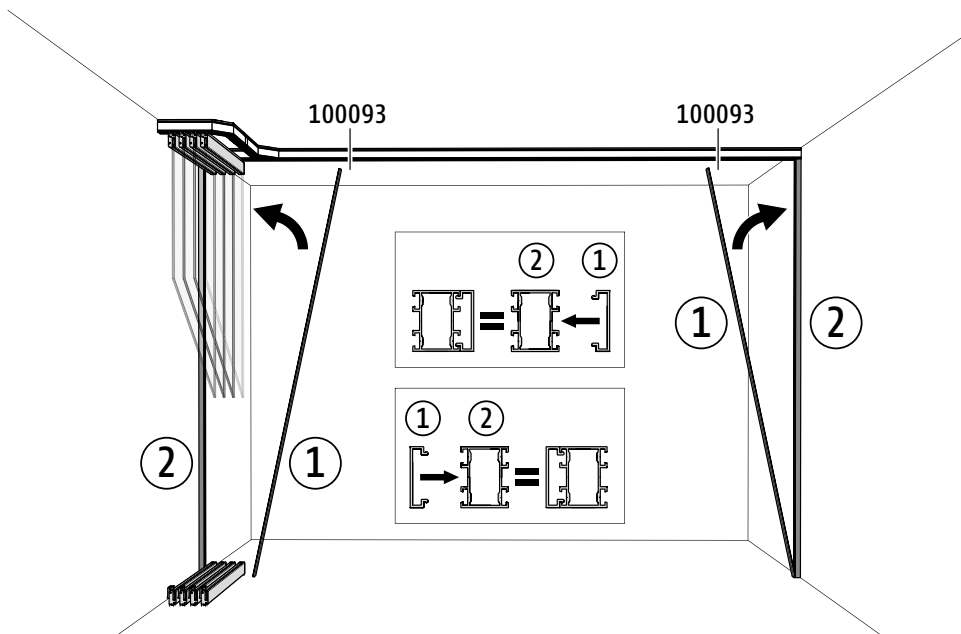
Note: Using a template (A), you can determine the exact position of the drill holes



19

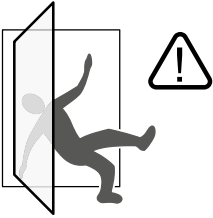


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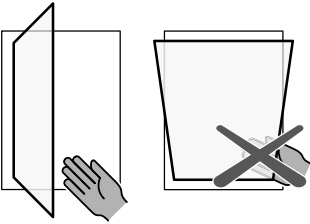




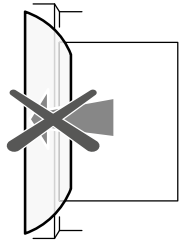
## Safety instructions



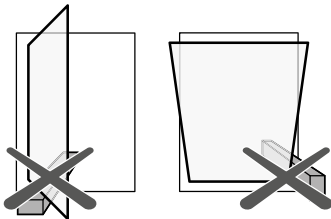
- Risk of injury by falling through open windows.



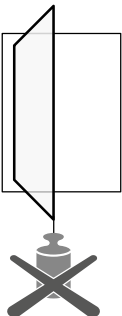
- Risk of injury by trapping of body parts.



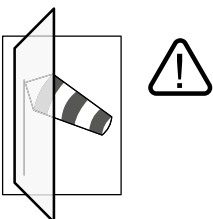
- Risk of injury and material damage by pressing the panel against the opening edge.



- Risk of injury and material damage by placing obstacles between panel and frame.

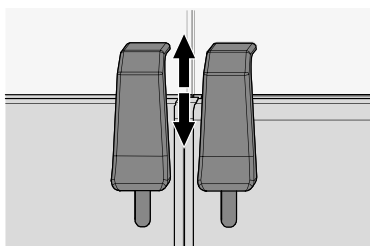


- Risk of injury and material damage due to additional load at the panel.

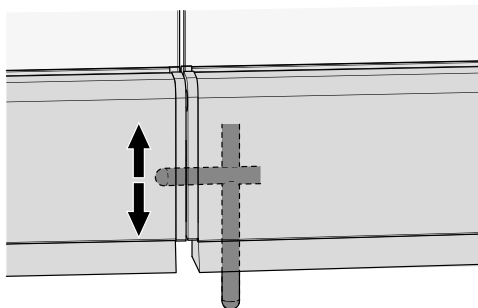


- Risk of injury by wind action.

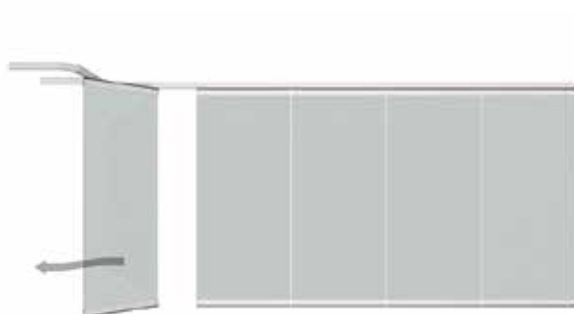
## Operation



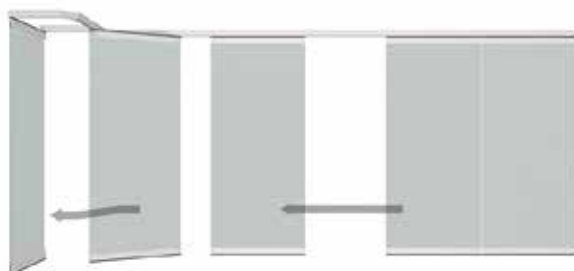
Unlocking / Locking



Turning of the opening panel



Sliding the panels towards the opening side



Panels in the parking bay



## Maintenance and servicing instructions

### General

External building parts are not only subject to the weather, but also increased stress caused by smoke, industrial fumes and aggressive airborne dust. In conjunction with rain and dew, deposits of these substances may affect the surface and change the appearance. External parts must therefore be cleaned (at least twice annually or more frequently depending on the degree of contamination) to avoid possible settling of deposits. The sooner you remove dirt from the surface, the easier it is to clean. Observe the safety instructions and instructions for use of the respective servicing and cleaning products. When cleaning do not use a material with an unknown composition. If you are not certain about the effect of the cleaner, then test it first by cleaning a visually unimportant, non-exposed portion of the component.

### Fittings

All fittings must be regularly checked for tightness and wear. Attachment screws must be tightened and defective parts replaced as required. In addition, at least once a year, all moving and sliding fittings must be lightly greased with fitting grease. Only servicing and cleaning agents that do not affect the corrosion protection of fittings should be used.

### Glass surfaces

Dirty glass surfaces can be cleaned using water and a sponge or cloth, etc. Commercially available non-abrasive glass cleaners (such as Ajax, Pril, etc.) can be added to the water. Stubborn stains such as paint or tar splashes should be removed with methylated spirits or white spirit.

#### Caution!

Do not use alkaline caustic solutions, acids, and fluoride-containing detergents to clean glass surfaces.

#### Caution!

A suitable protective film should be used to protect the glass surface against mortar spattering, cement slurry, sparks or weld sputtering from partitioning screens and stone-facade acidic-cleaner..

### Seals

All seals must be cleaned and lubricated at least once a year to ensure good functioning. For this purpose we recommend the use of a seal care product. The care product maintains the suppleness of the seal, thus preventing premature brittleness. Ensure that the seals are not damaged and do not come into contact with solvent materials.

### Aluminium surfaces

Anodizing and powder coating is a highly durable and decorative finishing for aluminium components. To maintain the decorative appearance of such components for decades, the surfaces need to be regularly maintained by means of cleaning twice a year.

### Cleaning anodized surfaces

Cleaning of the surfaces must not take place in direct sunlight, the surface temperature must not exceed 25°C. Use only neutral pH cleaners such as normally diluted washing up liquid. Abrasive or scouring materials must not be used to clean heavily soiled, anodized surfaces – cleaning pastes are available.

### **Cleaning powder-coated surfaces**

In the same way as for anodized elements, cleaning must be carried out whilst cold (maximum of 25 °C surface temperature). In this case also, use only pH-neutral material. Solvent-based cleaners attack the surface of the powder coating and, like scouring or abrasive cleaners, should not be used. To remove stubborn fat and greasy dirt we recommend aroma-free methylated spirits. This must only be applied for a short time and then rinsed off with clean water. In addition, we recommend treatment with car wax to leave a water-repellent film. Check on a non-exposed area whether the material used has an adverse effect on the shine.

### **Wood surfaces on wood/aluminium elements**

For the cleaning of internal wood surfaces it is best to use mild detergent such as dilute detergent and soap suds. Since the internal wood surfaces are not subject to wear and weathering by rain and sun light, painting is not required. Avoid abrasive, corrosive and solvent-based cleaners. Use only soft cloths to avoid scratching the paint surface. Window cleaners contain small traces of alcohol and ammonium chloride. These materials are very suitable for cleaning the glass as well as the wood-frame sections. After cleaning, dry the wood profiles with a dry, soft cloth, because extended exposure to alcohol can soften the paint surface.

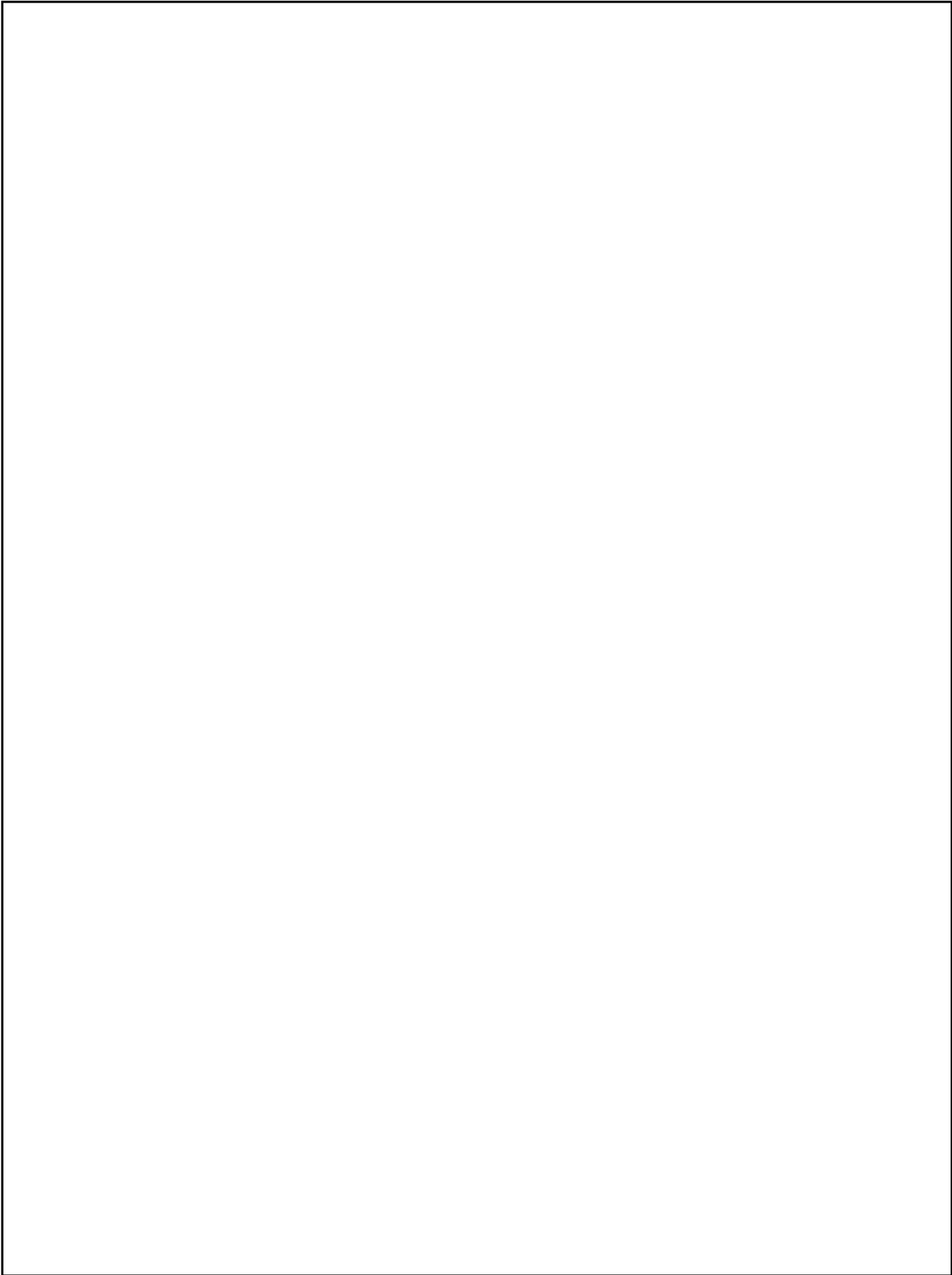
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Tel.: +49 (0) 2762 / 9253-0  
Fax: +49 (0) 2762 / 9253-280  
[info@sunflex.de](mailto:info@sunflex.de)

## Limited Warranty

Seller warrants that the Products will, when delivered, substantially conform to the respective written Product description furnished to Purchaser, and all Products to be free from defects in material and workmanship within twenty four (24) months period from the date of manufacture and will perform in accordance with SUNFLEX operating instructions if properly installed, used and serviced. Should a Product(s) become defective within such period, Purchaser at its cost shall submit its claim and the defective Product to SUNFLEX and the sales receipt stating the defects and the circumstances under which the defect occurred in which case SUNFLEX will examine, and upon establishing Purchaser's validity of claim, at its sole discretion repair the Product(s), exchange the Product(s), or refund the purchase price, which shall fully satisfy and discharge any and all warranty claims. Warranty related inquiries should be addressed to the following address: SUNFLEX WALL SYSTEMS LP c/o Warranty Service, Naples, Florida. This warranty extends only to Product(s) installed as specified for the respective Product(s) and does not extend to any product(s) (i) which has been used inconsistent with its intended use, (ii) has not been properly installed by a qualified licensed technician experienced in the installation of the Product(s), (iii) which was modified or repaired by anyone other than SUNFLEX personnel or authorized service representative, (iv) damaged because of misuse, neglect or improper installation or service. No warranty of fitness for a particular purpose is made. In addition, the foregoing warranty shall not apply to any parts or components not manufactured by Seller.

THE WARRANTIES SET FORTH HEREIN ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. THE SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S SKILLS OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE OR JOB OR TO DETERMINE FEASIBILITY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE. THE PURCHASER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. IN NO EVENT SHALL SUNFLEX BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, AND DAMAGES ARISING OUT OF THE PURCHASE, UNLOADING, HANDLING, AND USE OF ANY PRODUCTS, ALL OF WHICH ARE WAIVED BY PURCHASER AND IN ANY EVENT, DAMAGES HEREUNDER SHALL BE LIMITED TO A MAXIMUM OF THE PURCHASE PRICE. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

The Purchaser shall inspect and accept or reject acceptance of the Products immediately upon the arrival and shall, within five (5) days after the arrival, give written notice to SUNFLEX of any claim that the Product(s) do not conform with the terms of the order. If the Purchaser shall fail to give such notice, the Product(s) shall be deemed to have been accepted and the Purchaser shall pay for the products in accordance with the terms of the order. The purchaser expressly waives any rights the Purchaser may have to revoke acceptance after such five (5) day period.



## TERMS OF SALE

### 1. Purchase of Products

- A Except to the extent otherwise agreed upon in writing, the terms set forth herein shall govern the sale and delivery of the wall systems described on the reverse side hereof ("Products") by Sunflex Wall Systems LP ("Seller") and purchased by the purchaser named on the reverse side hereof ("Purchaser").
- B All dealings between the parties shall be in writing and no order of Purchaser shall be binding on Seller until approved in writing by Seller.
- C Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers as to size, weight, and other details of the Products are approximate only. No such term shall be binding on Seller unless expressly incorporated in a purchase order which is approved and accepted by Seller in accordance with the terms hereof.
- D Except as provided in subsection (e) of this Section 1, a purchase contract hereunder shall become effective upon the mailing of a written acceptance of Purchaser's order by Seller.
- E If the terms stated in Purchaser's order are not acceptable to Seller, Seller may amend, delete or alter such terms and submit a counter-offer incorporating such amendments, deletions or alterations to Purchaser, it being understood and agreed that such counter offer shall be deemed accepted by Purchaser and shall become binding on the parties if and in case Seller does not receive notice to the contrary from Purchaser within 3 (three) days after Seller has sent such counter-offer to Purchaser.
- F Purchaser acknowledges that Seller's acceptance of any purchase order is dependent on Seller's prior approval of Purchaser's credit. Purchaser agrees that Seller may demand assurances of Purchaser's ability to pay by requesting such trade or banking references or such other information as deemed adequate by Seller.

### 2. Delivery

- A Unless expressly agreed upon in writing to the contrary, the terms of delivery are Delivery Duty Paid (DDP) to Purchaser's receiving dock. Seller will use commercially reasonable efforts to make the products available for pick up by Purchaser or delivery within a reasonable time after acceptance of an order from Purchaser.
- B Purchaser bears the risk of loss or destruction of the Products upon and after the first to occur of (i) signed receipt and acceptance of delivery of Products by Purchaser or his agent, (ii) pick-up or acceptance of the Products by Purchaser or its common carrier at Seller's place of business or (iii) the 14th (fourteenth) day after notification from Seller that the Products are ready for pick-up or delivery from the seller's place of business. In the event the Purchaser requests a delay in pick-up or delivery, Purchaser assumes all risk of loss, damage and/or destruction of the Products from the date the Products are ready to be picked up or delivered.
- C Purchaser agrees that it will pick up at Seller's place of business or agree for Seller to ship Products purchased for delivery within 14 (fourteen) days after written notification from Seller that Products are ready to be received by Purchaser. If Purchaser does not pick up or agree to have Seller ship products within 14 (fourteen) days after notification from Seller and/or Seller is required to store the Products due to any delay caused by Purchaser, Purchaser shall reimburse Seller for reasonable storage charges.

- D Seller reserves the right to make the Products available for pick-up and delivery in installments provided that such installments shall not be less than one product unit, unless otherwise expressly stipulated to the contrary in a written document signed by Seller. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries.
- E If Purchaser should request any modification of the order after Seller's acceptance, Seller shall have the right to extend the delivery time period as reasonably needed to complete Purchaser's change order.

### 3. Force Majeure

Notwithstanding anything to the contrary, Seller shall not be liable for any delay or failure to perform hereunder when such failure or delay is, directly or indirectly, caused by, or in any manner arises from fire, floods, accidents, civil unrest, acts of God, war, terrorism, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, breakage of machinery or apparatus, transportation delays, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond its control.

### 4. Warranties and Claims

- A Seller warrants that the Products when delivered shall comply with standards and limitations set forth in the Limited Warranty.
- B Purchaser shall within five (5) working days after its receipt of the Products, and in any event no later than thirty (30) days from the shipping date, give written notice to Seller of any claim that the Products do not conform with the terms of the order or have material defects which a casual inspection would disclose. If Purchaser fails to give such notice, the Products shall be deemed to conform to the terms of the order, and Purchaser shall be deemed to have accepted and shall pay for the Products in accordance with the terms of this order. Purchaser expressly waives any right Purchaser may have to revoke acceptance or claim a breach of warranty with respect to such obvious or material defects, a casual inspection should have disclosed after such five-day period.

EXCEPT AS SET FORTH EXPRESSLY IN SELLER'S STANDARD WRITTEN WARRANTY WITH RESPECT TO THOSE ITEMS MANUFACTURED BY SELLER, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE OR JOB, OR TO DETERMINE THE FEASIBILITY OF THE PRODUCTS FOR ANY PARTICULAR APPLICATIONS. PURCHASER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. NEITHER SELLER NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR, AND PURCHASER WAIVES ANY CLAIM AGAINST SELLER AND ITS AFFILIATES FOR, MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR PRODUCTS, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF MACHINERY OR PARTS THEREOF, INABILITY TO PERFORM SPECIFIC PROJECTS, COST OF CAPITAL, INJURIES TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY OR CLAIMS RESULTING FROM CONTRACTS AND/OR AGREEMENTS BETWEEN PURCHASER, ITS CUSTOMERS AND/OR SUPPLIERS, IN EACH CASE WHICH IN ANY WAY RELATE TO THE PURCHASE OF PRODUCTS BY PURCHASER OR THE USE OF THE PRODUCTS.

## 5. Prices

- A All prices quoted by Seller are in U.S. funds and shall be on a net basis DDP (Delivered Duty Paid) to Purchaser's receiving dock.
- B All prices quoted by Seller are subject to adjustment due to Purchaser's change orders, if any.
- C Unless otherwise expressly agreed upon in writing, the price quoted includes the cost of packaging, special containers, crating, palletizing, applicable taxes and duties, shipping, insurance or any other cost to provide Products to Purchaser.

## 6. Payment

- A Unless otherwise expressly agreed upon in writing, payment shall be made in full according to the terms specified on page 1 hereof. Purchaser shall not withhold or reduce payments on account of complaints, claims, or counterclaims not acknowledged and accepted by Seller.

## 7. Default

- A Purchaser shall be in default (hereinafter .Default.) under this Agreement and Seller may terminate this Agreement and exercise all other remedies in law or in equity if Purchaser: (i) fails to make payment hereunder to Seller when due; or (ii) breaches any other term, provision or condition contained in this Agreement; or (iii) is declared to be in default under any other agreement between Purchaser and Seller, and if in any of the foregoing cases set out in (i), (ii) or (iii), Purchaser fails to cure any said breach or default within 5 (five) days following written notice thereof from Seller.
- B Upon the occurrence of a Default, Seller may elect to exercise any one or more of the following options:
  - i. Seller may hold the Products until such time as Purchaser has paid the respective purchase price and any expenses (including finance charges, returned check fees and interest determined at a rate equal to the lower of eighteen percent (18%) per annum or the maximum rate permitted by applicable law incurred by Seller as a consequence of such default.
  - ii. Seller may sell the Products to a third party and require Purchaser to reimburse Seller for any losses, or expenses associated therewith.
  - iii. Seller may require payment in cash prior to delivery of any Products hereunder.
  - iv. Seller may withhold any Products not delivered to Purchaser at the time of the default.
  - v. Seller may terminate this Agreement.
  - vi. Seller may exercise all other rights hereunder and may seek all other remedies available to it in law or in equity.
- C Purchaser agrees that, in the event any legal action should be deemed necessary by Seller to recover any sums due hereunder or under any promissory note, trade acceptance, or invoice, or, if applicable, to recover possession of the Products, as defined hereinabove, or any proceeds from the sales thereof, there shall be added to the sums due from Purchaser to Seller the costs of collection, including reasonable attorney's fees.
- D When reasonable grounds for insecurity arise with respect to Purchaser's performance, Seller may in writing demand assurance of due performance and until it receives such assurance may suspend any performance for which it has not already received payment.

## 8. Protection of Trade Secrets and Confidential Information

### The parties hereto agree that

- A Except as provided for in subsection (b) of this Section, Purchaser shall not disclose any Trade Secrets or Confidential Information of the other party to any individual or entity not a party to this Agreement.
- B Purchaser may make available Trade Secrets or Confidential Information to its qualified employees, as defined herein after, to the extent that such information must be disclosed to such qualified employees to apply the Trade Secrets or Confidential Information to its intended use. A "qualified employee" shall mean any individual employed by or affiliated with Purchaser who is bound by a valid and fully enforceable confidentiality agreement which contains confidentiality obligations substantially similar to the confidentiality obligations stated herein, prior to disclosure of the Trade Secrets and Confidential Information to such employee.
- C For purposes of this Agreement the following terms shall have the meanings set forth below:
  - i. The term "Trade Secrets" shall mean and include any and all designs, plans, processes, tools, mechanisms, programs or compounds known to only Seller, or to those of its clients and employees to whom they must be confided in order to be applied to the uses intended, some or all of which may arise to the level of being patentable or subject to copyrights, all as further defined under the laws of the State of Florida.
  - ii. The term "Confidential Information" shall mean and include information not rising to the level of Trade Secret and not generally known to or by a business in competition with the Seller or otherwise publicly disseminated by the protected party hereto, the disclosure of which may be beneficial to a competing business or detrimental to Seller.

## 9. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be submitted to and be finally resolved by arbitration, to be conducted by the American Arbitration Association (.AAA.), with such arbitration to be held in Atlanta, Georgia in accordance with the AAA.s Commercial Arbitration Rules then in effect. Each party hereby irrevocably agrees that service of process, summons, notices, as other communications related to the arbitration procedures shall be deemed served and accepted by the other party five (5) working days after having been mailed by first class registered mail, return receipt requested, postage prepaid, to the other party, or if actually received by the other party. The arbitration shall be conducted by one arbitrator, as selected by the AAA. Any award or decision rendered in such arbitration shall be final and binding on both parties, and judgment may be entered thereon in any court of competent jurisdiction if necessary. Except as may be provided to the contrary herein, each party hereto shall pay any and all expenses incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator.

## 10. Miscellaneous

- A Purchaser may not assign this contract without the express prior written consent of Seller.
- B Except as otherwise expressly provided in Section 1(e) hereof or in a written document, signed by Seller and Purchaser, this document and attachments and exhibits thereto constitute the entire agreement between Seller and Purchaser with respect to the subject matter herein contained and all prior agreements and communications between Seller and Purchaser, whether oral or written, are superseded by this Agreement.

- C No modification, limitation, waiver or discharge of this Agreement or of any of its terms shall bind Seller unless in writing and signed by a duly authorized employee of Seller. The failure of Seller to insist, in one or more instances, on performance by Purchaser in strict compliance with the terms and conditions hereof shall not be deemed a waiver or relinquishment of any right granted hereunder with respect to any succeeding breach of the same or other provision hereof.
- D All notices required hereunder shall be in writing and sent by first class mail or by telefax or written confirmation to such addresses as stated on the reverse side hereof.
- E This Agreement shall be governed by, and construed, interpreted and enforced under the laws of the State of Florida without giving effect to the conflict of laws principles.
- F In connection with any litigation, including appellate proceedings, arising out of or pertaining to any of the contractual relationships between Seller and Purchaser or the breach thereof, as contemplated herein, all costs and expenses, including reasonable attorneys fees, shall be borne by the losing party or, as the case may be, shall be prorated to properly reflect any partial losing or prevailing of the parties to such litigation.
- G In case any conditions of this Agreement should be or become unenforceable under applicable law, the remaining provisions, stipulations and conditions of this Agreement shall not be affected thereby.



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