

GENERAL SALES TERMS & CONDITIONS

1) PRICES

Prices given in our quotations are not binding the Company. Vice versa the prices stated on our order confirmation are firm for the delivery period therein indicated. As standard our list prices do not include:

- Non-standard packing
- Transport
- Technical assistance and any item or service not specifically mentioned
- Costs of payment collection and banking charges
- Import duties, consular fees and legalisation charges
- Inspections at our Milan works by Customer's Auditors
- Training of Customer's personnel

2) PRICE PROTECTION POLICY

We reserve the right to change our prices at any time. Our price list cease validity at the date of notification of price change, and the new prices must be quoted with immediate effect. We accept orders based on the previous price list or on valid quotations, if received in our Brugherio office within and not later than 45 (forty-five) days from the date of price change.

3) QUOTATIONS VALIDITY

Unless otherwise specified, our quotations are valid for a period of 60 (sixty) days from the date of its issue. However, we reserve the right to withdraw from any possible actual supply without notice.

4) ENGINEERING FEES

We reserve the right to charge a fee for additional engineering work whenever we are requested to provide it for non-standard solutions exceeding our usual engineering time.

5) PAYMENTS

Our standard payment terms are against irrevocable and confirmed letter of credit. All L/Cs should be opened within 30 days from P.O. date, delay in opening may expose prices to be increased.

Different ways of payment may be agreed in the course of the negotiations for closing the order.

Title of the goods sold will remain with us until we receive payment of the contract price.

The first ever supply requires anticipated payment by SWIFT.

In case of delayed payments, we may stop either the current supply or any further outstanding delivery. We may also refuse any technical assistance to the equipment already supplied.

Payment defaults: Delays beyond agreed payment term will be charged either in terms of additional expenses or as current bank interests.

6) DELIVERY TIME

a) Actual manufacturing will start after the receipt of the L/C acceptable to us.

The actual delivery period is subject to the works load at that point in time.

b) In case of order implying down payments at the order acknowledgement the delivery starts from receipt of the agreed amount and again the delivery period is subject to the works load at that point in time.

c) In any case the delivery time stated shall run from the date we receive full information to enable us to proceed with uninterrupted manufacturing.

d) Delivery periods stated are the date that the equipment is completed, ready for inspection at our works or, if no inspection is required, ready for despatch ex works.

e) We endeavour to adhere to dates quoted for despatch. Such dates are inevitably estimated and we therefore exclude all liabilities for any loss, damage or expenses suffered by Customer or third parties by reason of delay on our side. This includes also penalties or liquidated damages whatsoever requested or applied for on late delivery.

Delivery is intended ex our Brugherio works. Any storage expenses due to delay in collecting goods from the Purchaser will be transferred to the Purchaser.

f) Goods, even if sold ex Purchaser's premises, travel at Purchaser's risk.

7) WARRANTY

a) Goods we manufacture are guaranteed to be free from defects in materials or workmanship under normal use and service for 12 months of operation or 18 from the date of dispatching. If by accident any product would result to be defective it's our option to repair or to provide replacements.

b) Prior that and within 15 days from delivery max, Customer shall notify to us the inconvenience and get our authorisation for returning the item supposed to be defective. Materials shall be rendered/returned ex-works Brugherio. In both cases at Customer care and expenses. It will be our exclusive judgement to recognise the right for free repair/replacement or to charge for the faulty units.

c) Our liability does not in any case exceed the cost of correcting the inconvenience and ceases with the expiring of applicable guarantee period.

In no event we shall be liable for special or consequential damages.

d) Items manufactured by others, possibly included in our scope of supply, will enjoy the same warranty terms of the original manufacturer.

8) TECHNICAL SPECIFICATIONS

Except if otherwise specified in writing, the complete equipment, components and materials are provided to with the maximum possible quality and in accordance to international safety official approvals.

The Purchaser must verify any discrepancy with any law and regulations existing in his own Country and accept full responsibility for any occurrence. This applies in connection with electrical, pressure and safety regulations.

We reserve the right to alter at any time the technical specifications following our policy of continuous improvement and updating. Details given on the catalogues are not binding.

9) CANCELLATION of the ORDER or DEFERRED DELIVERY

Possible order cancellation shall be notified in writing in times not exceeding the 30% of the established delivery time. This however implies a penalty of 25% of the net amount of the order. Cancellation of orders relevant to materials from stock is acceptable even in imminence of the date of delivery applying however the same penalty. For materials manufactured upon Customer specifications the same penalty level is applied when the written notification is given in times not exceeding the 30% of the established delivery time. Beyond that no order cancellations can be accepted.

Requests to defer deliveries might be considered only recognizing our rights over invoicing and storage fees.

10) LIABILITY

We accept no liability whatsoever for any loss, damage, injury or expenses suffered by any Customer or third party whether directly, indirectly or consequential to facts possibly referable to our supplies.

11) CONFIDENTIALITY

Purchaser shall keep confidential and not without our prior consent disclose to any third party any drawing, design or information acquired from us by means of our quotation or the contract unless it is for the purpose of:

- carrying out the contract
- operation of our equipment

where applicable this obligation of confidentiality shall be extended to the third party by the Purchaser.

12) INSPECTION

Equipment inspection requirement must be clearly specified by Customer at the enquiry or at the order negotiation stage.

We shall accept Purchaser's inspection without extra charge providing that:

- The inspection takes place at our Brugherio (outskirts Milan) works and applies to the finished equipment only, just before delivery
- The inspection time is limited to 3 (three) working hours only
- The inspection procedure is the same as stated on our Quality Control Manual, including testing equipment and methods.

We reserve the right to charge for inspection carried out according to above a), b), c), but involving extra time over 3 hours or extra expenses for special requirements.

Any other inspection or test requirement NOT agreed at the quotation stage will be refused.

We shall notify the Purchaser within 15 (fifteen) days before the equipment is ready for final inspection prior to shipment. However, if the inspector is unavailable at the stipulated time, we reserve the right to pack the equipment and arrange for shipment.

Our prices do not include any cost for inspection of third Companies. If such a survey is required, the relevant cost is entirely at Customer's charge and care.

13) TRAINING

On request, we are prepared to arrange in our Brugherio works the training courses on the use of the equipment of our make for Purchasers' or end users' personnel.

Daily fee for our engineers will be charged according to our commissioning rates for qualified engineers, effective at that time, plus any expense as incurred.

All trainees travelling, accommodation and subsistence expenses (hotel, meals, local transports, etc.) are their responsibility and must be paid for by them directly.

14) MINIMUM ORDER VALUE

The minimum acceptable order value is € 250.00 (Two hundred fifty Euros) for equipment and spare parts.

To obey such a constraint the customer may choose among the following options:

- Increase the volume of the supply to reach the amount of € 250.00 net
- If the order is lower than € 150.00 the invoice will be increased to €250.00 including the cost of truck transportation CIF customer site independently from the Italian or European destination
- For any value below € 250.00 the invoice will carry the net goods value plus € 50.00 for handling charges

15) ORDERS' ACCEPTANCE

We reserve the right to not accept orders at any time and at our complete discretion.

16) APPLICABLE LAW AND DISPUTES

These conditions shall be governed and construed in accordance with Italian laws and shall be subject to the exclusive jurisdiction of the Court of Monza (MB -Italy, Milano outskirts).