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GENERAL TERMS OF SALES

1. Description

GENERAL EUROPE VACUUM herewith described as supplier, while customer describes person or Company booking orders for products or services to supplier .

2. These terms contain all duties in between supplier and customer and, in case of any claim, these terms shall prevail.

Customer cannot change these terms, unless agreed in writing, otherwise all terms shall remain in force.

3. Before booking an order customer must be aware that both parts and products specifications are matching its requirements and the purpose for which they have been purchased. Supplier will supply all information that customer would reasonably deem appropriate, enabling him to decide if purchased product fit its purpose, bearing in mind that customer is liable for its product choice.

Supplier shall not be liable for any damages if the ordered products do not match with the purchase purpose.

4. Purchase order is binding for customer and supplier thru a written confirmation or goods supply. Although supplier has supplied to customer detailed quotations, they are not binding and can be varied by supplier, so that no written order is binding for supplier unless confirmed in writing .

5. Cancellation

In case of customer order cancellation for any reason unaffected by force majeure, customer will be charged with cancellation penalty equal to (15) % of the sum , which will become immediately payable on request or deductible from any advanced payment.

6. Documentation

Detailed drawings, specifications, overall dimensions or other products descriptions supplied by supplier do not give the right , even if included in the contract, to any terms or warranty, because supplier can modify the products, for technical or aesthetical reasons, without any information.

All the above mentioned information are supplied to customer for its exclusive use , and cannot be disclosed to third parties unless authorized in writing .

7. Prices

The agreed supplier prices are nett, VAT excluded.

Their validity will be respected as per the terms stated within the supplied detailed offer

Supplier is allowed to change any time and without notice the prices of the purchased products. However, supplier will manage at its discretion to inform immediately the major customers about eventual prices variation.

8. Shipment & packing

Prices are ex works , packing and transport excluded. Transport will be charged at cost and supplier will not be liable for losses or damages which have to be charged to customer.

Crates, cages or any kind of packing will be invoiced at cost, and either packing do not have to be sent back nor supplier will ask for it.

9. Exclusions

Prices do not include product installation, wall building , and hydraulic or electric installation.

Prices moreover do not include duties related to prevention from the yearly control or the matriculation for those parts classified "pressure recipients" which, where applicable, will be invoiced upon customer request

10. Payment

Customer must strictly observe payment terms agreed with supplier.

Products prices have to be paid in full to supplier according to orders terms : Customer will have no right for arranging any compensation, even in case of claims, as this will be exclusively solved according to warranty terms .

Payment failing ,of one or more instalments, or the partial non-fulfilment of customer duties, will automatically authorize supplier to - consider contract solved "ipso jure", and take back goods and parts charging customer with use/valuation penalty ranging to (5)

% of the total agreed sum for each expired month from the date of delivery up to the date of mispayment, transferring as indemnity balance the already cashed instalments - or, on discretion , ask for immediate payment in full of the pending amounts . In case of delayed payment to the agreed terms, supplier will charge customer with the interest according to BCE rates increased of 7 points (D.L. n° 231/02).

11. Delivery

Delivery date means when products are ready for dispatch from supplying company. This will be calculated starting from order's date duly confirmed in writing by customer , or from the receipt of the necessary information from supplier enabling to manufacture the purchased products and, whenever agreed, to wait for downpayment receipt.

All stated products supply dates are indicative and in good faith , but without any penalties or direct damages to supplier.

Delivery time will not be considered as a main point of the contract and the supplier will not be liable for delayed delivery .Without any prejudice to the above mentioned terms, any partial/global delivery supply delay will not give any right to customer to reject successive deliveries or contract breach .

12. Shipment & stocking

Charges and risks connected to transport are on customer account .

Customer will take care of products shipment, duly informing customer about its transport choice, and any connected risk will be on customer account. Products stop being on supplier risk when leaving supplier facility. Even if customer asks to supplier to arrange for transport, this operation will be executed simply as intermediation. Supplier even in this case is not personally liable, and will pass to customer the minimum standard terms foreseen from law and category. Products will be insured under standard terms, and only against specific customer requirements .additional insurances can be included upon request..

Supplier is not liable for any products which has been supplied or damaged during transport or unshipped.

Supplier will inform customer when purchased products are ready for pick up and customer will arrange to organize for their immediate pick up. If customer will not accept the agreed delivery, supplier will have the right to store the products under customer charges and risk until customer will not arrange for their pick up. Considering that customer has accepted goods 30 days after receipt of the written information from supplier and that goods are ready for shipment and customer does not accept delivery within this term, product will be from that date on customer risk .



13. Property

Goods are considered sold with the said consent of reserved domain in favour of supplier according to law regulations art. 1523, 1524, 1526 C.C. therefore goods supplied belong to supplier until customer completely fulfilled the agreed duties including those resulting from previous or post business .

All products will belong to supplier and will not pass to customer until he will not have paid in full the sums due to any transaction, sale or any other reasons. For any action or at start up of any operation leading to bankrupt, liquidation or appointment of customer liquidator ,all the sum due to products supplied to customer , or resulting from or for any transaction or sales , will became immediately collectable.

14. Force majeure

In case of force majeure or any other reasons which could affect or unable goods manufacturing like, for example, prices increase or lack of raw materials, import restrictions , strikes, revolutions etc., supplier is disengaged from supply duty. Any order is therefore booked by supplier without any engagements or liability for its execution..

Supplier will not be liable to customer for any sale or damage or charges due for reasons beyond its control, including war, civil war, strikes, shut down, trade-union dispute, revolutions, civil actions, explosions, fire, airplane crashes. flow, force majeure , illegality, burglary.

15. Warranty and responsibility

Machines are supplied both material and design defectsless Proper running warranty has (12) months coverage from date of shipment Warranty covers all parts or components defects either manufactured or supplied and directly assembled by us , excluding motors and all the electric parts, like all other elements "consumable" classified . Warranty is applied provided that according to our technicians machines have been properly used and treated according to our instructions (enclosed to shipment) and used for their manufacturing purposes. For exercising customer rights about this clause Customer must authorize supplier to check the machine or , at supplier discretion, to inspect the defective products at installation site. In case of material defect within this warranty period , supplier will arrange to replace if appropriate - free of charge – the defective components including labour cost. Repairing in warranty will be exclusively carried out in our facility . All transport charges from and to our facility for machines to be repaired ,or already repaired, or replaced will be charged to customer : consequently, customer will supply machines with prepaid freight and any transport costs will be charged to customer . After repairing machines will be sent back with freight paid at destination. Packings ,if necessary, will be charged separately.

Any repairing or check-up in warranty, carried out by our technicians outside our facility will be charged for meals, accommodation and travel expenses, according to updated category pricelists.. Replaced materials and time spent for repairing machines at customer site will not be charged. Mishandling and any machines change carried out by third party, expires warranty right immediately . Damages, due to un proper maintenance , carelessness or misuse in wrong conditions are excluded by warranty. Any possible direct or un direct damage caused by lack of poor functionality of one of our detective products does not give right to any reimbursement , and above all to payment postponement or cancellation.

Supplier will not be involved in this clause if he refuses to replace or repair the defective products incase customer owes money to supplier for any reasons and pending amounts payment has expired under this clause.

If supplier and customer comes to an agreement instead of repairing and replacing products, customer can be credited for the entire value of paid product less consumable elements value , and products will be returned to supplier.

Products supplier debt cannot exceed in any case products invoiced value .

When these credits or agreement have come in force, or when products are replaced as above mentioned , customer cannot claim any more for products or damages due to defective conditions.

Warranty right expires when customer does not claim faults in writing to supplier within 7 days from their discovering In case claim would be accepted and ,provided that customer does not have overdue payments, supplier could replace ,at its own choice, the defective goods granting a price discount ,firmly keeping that any possible customer request for damage repayment shall be excluded.

Except for willful misconduct and severe negligence and except for death or personal injury caused by the Seller: the total liability of the Seller and its Affiliates for any damage, claim or action cannot exceed the Contractual Price. Moreover the Seller and its Affiliates shall in no event be liable to Purchaser for consequential damages such as, but not limited to it, loss of profit and loss of use of property.

16. Installation, start-up, and other technical interventions on site. Are not included into supplier price. In case of specific customer requirement, skilled technicians ,or delegated, will go on customer site . Job, travel expenses, meals and accommodation will be entirely charged to customer according to category pricelist, whenever applicable. These interventions can be arranged only within the invoice month date.

17. Any verbal or unofficial agreement not confirmed in writing by supplier does not commit supplier and has to be considered un applicable..

Any note here below stated will be considered as confirmed two days after being sent to the last known customer address.

Supplier and customer agree to communicate within 7 days any address change.

18. Competent Court :

For any claim the Italian Milan Court will be competent.

Any claim arising from the interpretation of the above mentioned conditions , will be transferred to a mutually agreed arbitrator. Failing in finding an agreement would lead to the choice of looking for an arbitrator duly appointed by supplier commerce graduate.

Nome/ Name :
Carica/ Position :

PASIN CLAUDIO
PRESIDENTE