



GENERAL SALES CONDITIONS

INTRODUCTION

All supply agreements are entered into solely under the supply conditions hereunder, unless express departure herefrom is signed by the Customer and EURO COLD S.r.l., in which case the said departure applies solely to the agreement for which it was intended. Upon placing the order, Customers accepts these general supply conditions in full and waive their own general purchase conditions, both as a whole and individually. The supplies include solely the articles expressly specified in the Order Acceptance Confirmation issued by EURO COLD S.r.l. and are governed by the general conditions hereunder, subject to any departures herefrom expressly agreed upon in writing. Any alterations or communications issued over the course of the supply relationship shall not constitute novation of the Agreement.

1. ORDER ACCEPTANCE

The orders are accepted as subject hereto, unless otherwise agreed IN WRITING.

Any purchase conditions expressly proposed in writing by the Customer are in no way binding on the company and are accepted as superseded hereby.

All orders shall be placed via fax or email.

All orders shall be despatched in a single shipment, unless agreed otherwise by the parties.

Cancellations/alterations, even if partial, shall not be accepted for custom-built supplies.

Any changes to orders shall be sent, IN WRITING, within 72 hours of order confirmation receipt.

Upon receipt of the order, EURO COLD S.r.l. shall have 15 days to send the acceptance therefor, during which time the order may not be cancelled by the Customer. Execution of the supply agreement may be suspended at any time in the event of changes in the Customer's financial conditions, in compliance with and to the intents of art. 1461 of the Italian Civil Code.

2. PRICES AND ALTERATIONS

The prices stated herein are intended as calculated according to the methods expressly specified in the confirmation; they do not include any services or charges not mentioned, in particular, taxes in force in the place of destination.

EURO COLD S.r.l. reserves the right to alter the price lists without any prior notice to Customers.

3. PAYMENT METHODS

Payment of the supplies shall be made, in the ways and times expressly specified in the Order Confirmation, to the EURO COLD S.r.l. domicile, with all risks concerning the transfer of funds lying with the Customer, whatever the chosen method therefor. If settlement by a bill of exchange is agreed, the Customer is liable for all the discount interest payable and relative fees and commission; the interest shall be calculated at the bank discount rate, increased by three percent.

Late payments shall be subject, as of right and without placement in default, to interest payable at the bank discount rate in force, increased by three percent. This does not mean the Customer is entitled to defer payments.

Defaulting on even one payment instalment shall result in the Customer's forfeiture of the



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instalment benefit, in which case subsequent instalments for goods already delivered shall become immediately payable, even if relating to different orders. Any provisions of the agreement which are as yet unperformed shall be terminated, due to the Customer's fault and negligence, resulting in the complete termination of the agreement, in compliance with art. 1456 of the Italian Civil Code, and CONSEQUENT APPLICATION FOR DAMAGES FOR NON-FULFILLMENT.

4. RETENTION OF TITLE

The Supplier reserves ownership of the materials supplied until payment thereof is complete. Any deed committed by the Customer, without the Supplier's express written consent and which may wreak prejudice to the Supplier's right to resell the supplies, shall be subject to legal sanctions

5. DELIVERY

The delivery period is approximate and starts when every single detail of the agreement has been decided and shall not begin until the Order Confirmation (and the General Sales Conditions hereunder) are received, together with the order payment instalment, if this condition has been agreed. The delivery term shall be extended accordingly, as of right, if the Customer does not fulfil the contractual duties unfailingly, in particular:

- if payments are not made on time;
- if the Customer does not provide all the details required to carry out the supply in good time and does not approve the working drawings and diagrams (where required) promptly;
- if the materials agreed for use for exclusive manufacturing purposes are not delivered within the term stipulated
- if the Customer requires alterations while the order is being carried out;
- if problems arise which are beyond the Supplier's good faith and diligence, including documented delays by sub-suppliers;
- if the extended delivery term is due to cases of force majeure, such as strikes by the manufacturer's staff, Customs, post offices, or carriers, or measures issued by authorities, natural disasters etc..

EUROCOLD S.r.l. can, in no way and on no account, be held liable for any damage, whether direct or indirect, caused by untimely delivery. Therefore, the Customer may not, in any event, file claims for damages and shall not be authorised to cancel the order in question.

6. SHIPMENTS, CLAIMS, NO LIABILITY FOR 'CARRIAGE FORWARD' SHIPMENTS

For the purpose of verifying compliance with conditions concerning delivery terms and transfer of risk (of damage to or total or partial loss of the goods) from the Supplier to the Purchaser, the delivery is intended – in compliance with article 1510 of the Italian Civil Code - as at the Manufacturer's workshops and delivery is executed at the time the supplies change hands (from the Supplier to either the Carrier or the Customer), even if the price includes carriage or if the Supplier undertakes to fit the supplies. Nevertheless if, for any reason whatsoever, once the supplies are ready, the supplies do not change hands for reasons beyond the Supplier's control, delivery is deemed executed, to all intents and purposes, upon issuance of notification that the goods are ready for shipping.



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Once delivery has been executed, all risks relating to the supplies are transferred to the Customer: hence the Supplier's right, in the event of delayed transfer for reasons not attributable thereto, to charge the Customer for the costs of storage, maintenance, surveillance, insurance etc.

Unless precise written instructions are issued, the goods, shall be sent via major Shipping Firms and, even if sold 'carriage forward', shall travel at the Customer's risk and peril. An insurance policy drawn up for damages from carriage shall only be signed upon express request by the Customer, at the risk and expense thereof.

PLEASE NOTE! When signing the shipping firm's delivery documents, the following phrase must always be added:

"GOODS RECEIVED UNCHECKED".

The Customer is, nevertheless, required to check the external appearance of the supplies upon delivery, the number of parcels and the gross weight thereof (as well as the condition of the parcels, the relative goods and the adhesive tape sealing them) against the delivery note. In the event of VISIBLE damage to the supplies during carriage, it is advisable to immediately specify the type of damage, any discrepancies found or breakages in the goods, and - to avoid unpleasant disputes - the aforesaid written reservation clause must be added to the carrier's form.

The purchaser shall notify the manufacturing unit in writing of any claims and/or protests regarding the supplies within 48 hours of receipt thereof. Even if the goods are packed at the time of delivery, the Customer is required to check the supplies received and inform the company of any claims in writing and within the limits set forth above.

7. TECHNICAL SPECIFICATIONS

The Supplier reserves the right to make any non-substantial changes it deems advantageous to its products, at any time, giving the Customer prior notice thereof if concerned by the installation.

Should the Customer suggest technical modifications to the Supplier's specifications in the offer or in the drawings submitted, it shall only be compulsory to apply these modifications if the resulting changes to the previously agreed prices and delivery term are agreed upon in full and in writing by the parties; the submission of proposed modifications shall not result in the suspension of the contractual clauses.

The Customer expressly undertakes not to use the drawings, technical information, and discoveries concerning the supplies for any reasons except those envisaged in the supply agreement; these items remain property of the Supplier and the Customer may not pass them on to third parties or reproduce them without prior written authorisation.

All marketed products shall be supplied with the manufacturer's technical documentation and the documentation required by law (see section 8); any further requirements are therefore subject to agreement, assessment and authorisation by EURO COLD S.r.l.

8. FINAL TESTING

The Customer is entitled to request, in good time, to attend the final testing envisaged for the supplies and machines it has ordered IN THE EURO COLD S.r.l. WORKSHOPS and at the former's expense; EURO COLD s.r.l. shall give the Customer prior notice of the testing date. SHOULD THE CUSTOMER FAIL TO REQUEST TO ATTEND THE FINAL TESTING SESSION (or the Customer fail to participate), the FINAL TESTS shall be carried out by the supplier nevertheless



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and the Customer shall be informed of the results thereof, which shall be DEEMED VALID for final testing purposes.

Final testing certification may be requested by the Customer when placing the order, the cost of which shall be borne thereby and shall be agreed by the parties.

If type tests are required, these shall be carried out at the Customer's expense.

If the final testing shows that the supplies do not comply with the essential specifications stated in the agreement and EURO COLD S.r.l. is unable to fulfil these conditions, the latter is entitled to waive the order, in which case EURO COLD S.r.l. is solely required to take back any supplies already delivered and return the sums received; no interest shall be payable and the Customer may not claim indemnification or compensation for damages.

The equipment is always accompanied by the USER MANUAL, featuring instructions for installation, use and maintenance, which is an integral part of the supply, along with the other documents envisaged by law. The USER MANUAL shall be delivered to the end USER, under penalty of forfeiture of the warranty.

9. GUARANTEE

The Supplier guarantees the good quality of its OWN MATERIALS and the good construction of its MANUFACTURED ARTICLES undertaking, during the warranty term specified herein, to repair or replace any parts, free of charge and as quickly as possible, if found faulty due to either poor quality materials, manufacturing faults or incorrect assembly, as long as these conditions are not due to any of the following: normal WEAR AND TEAR; failures caused by unskilled or negligent handling by the Customer; unauthorised work on the parts; tampering either by or at the instruction of the Customer; contact with corrosive or unsuitable substances; galvanic corrosion or natural wear; poor storage AND/OR PRESERVATION; unforeseeable circumstances or force majeure.

The warranty has a term of 12 months as of delivery (as per art.5) and shall cease with expiry of the term even if the supplies have not, for whatsoever reason, been put to use. Any work carried out by the Supplier under warranty conditions shall remain subject to the Customer's compliance with payment conditions.

The warranty, when applicable to products recognised by EURO COLD S.r.l. as faulty within the term and under the conditions stated, covers all material and manufacturing faults and remains limited to replacement and/or repair at our factory (shipment to EURO COLD S.r.l., ex works Bomporto (MO) Italy) or on premises and by personnel authorised thereby, and therefore arranged solely by EURO COLD S.r.l. and solely for the parts acknowledged as faulty thereby.

Any other expenditure which may ensue from the replacement of parts deemed faulty, including the cost of labour for the replacement thereof, shall not be reimbursed by Euro cold s.r.l. .

Please note that the warranty is forfeited in the following cases:

- if the product has been repaired or tampered with by personnel not authorised by EURO COLD S.r.l.;
- if the failure has been caused by miswiring or insufficient protection;
- if the installation has not been carried out correctly or the prescribed maintenance operations have not been carried out;
- if the product has experienced a failure following contact with corrosive substances or due to natural wear and tear, etc.

The parts replaced on site remain property of the Supplier and shall only be sent back if so requested, with carriage paid to the Supplier, in accordance with the returns procedures outlined in the section below.



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The Customer shall not be due anything for the time during which the plant remains idle, nor may the Customer claim damages or repayment of expenses, or for indemnification for accidents or damage ensuing - whether directly or indirectly - from the conditions provided for in the first subsection of this section or for the aforesaid repairs or replacements.

On no account may the expiry and forfeiture terms specified in art.1512 of the Italian Civil Code be construed as extended.

10. SUPPLIES RETURNS

Returns are not permitted for special supplies or for supplies not featured on the price list.

All returns of standard supplies SHALL BE SUBJECT TO AUTHORISATION from our Sales Department.

Unless otherwise expressly agreed by the parties, the supplies returns authorised by our Sales Department in writing shall be ADDRESSED to our WAREHOUSE, quoting the PRODUCT CODE, SERIAL NUMBER AND THE 'SOLD ITEM RETURNS' INFORMATION, with carriage at the arrangement and expense of the Customer.

The goods shall be returned in their ORIGINAL PACKING for protection during carriage.

Standard supplies shall be subject to a flat-rate charge of 20% for checking, handling and administration costs and shall only be accepted if in perfect condition.

Within 15 days, subject to technical inspections of the machine, the EURO COLD S.r.l. Sales Department responsible for dealings with the Customer shall inform the latter whether or not the return has been accepted and the relative amount for issuance of the credit note therefor.

11. DISPUTES

The agreements, even if entered into with foreign nationals or for materials supplied abroad, shall be governed by the Italian law in force. The sole competent authority is the authority with jurisdiction in the province where EURO COLD S.r.l.'s registered head office is located, thereby departing from articles 32 of the Italian Code Of Civil Procedure and subsequent relating articles, with the exclusion for the Customer to apply to the Judicial Authority of another place in relation to warranty issues, or due to related legal actions but the Supplier's power to take action, as the petitioner, in the area where the Customer resides, whether in Italy or abroad still standing.

12. PRIVACY

By signing the information and consent form, in compliance with Law n. 196/2003 on the protection of persons and other parties in relation to treatment of their personal data, the Customer gives EURO COLD S.r.l. the consent required to enter into contractual relations therewith; the said consent is an essential requisite for the order in question to be accepted, even if EURO COLD S.r.l. has already sent the Customer an order confirmation or the order is being processed. The aforesaid information and consent forms are governed by and provided for in a separate document of which the Customer hereby acknowledges receipt. It is henceforth accepted that no charge, responsibility or term may be attributable or applicable to EURO COLD S.r.l. until the Customer has given the required consent, without prejudice to EURO COLD S.r.l.'s power to place the Customer in default and to seek compensation for any damages which the Customer's behaviour may have caused.



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I hereby specifically approve, to all intents of art. 1341 of the Italian Civil Code, the following clauses stated in the recitals, as if they were written by my own hand, i.e. points n. 1 (acceptance and orders) – 2 (prices, price reviews) – 3 (payment methods, interest, start of payment terms, forfeiture of benefit of term) – 4 (reservation of ownership) – 5 (delivery terms, delivery date) 6 (carriage, claims) - 8 (delivery of USER MANUAL) - 9 (warranty) – 10 (supplies returns) - 11 (disputes) – 12 (privacy).

If no further notice is received once 8 days have lapsed since the confirmation date, all the conditions herein are deemed accepted and approved.

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