

GENERAL SALES CONDITIONS

1. These general sales conditions are considered as fully accepted by the customer through order confirmation

1.a Written acceptance by ROVATTI A. & FIGLI POMPE SPA is the only way to grant validity and confirms the customer's order

1.b Orders may not have a taxable value of less than euro 150.00. Each single order item in orders for a lower amount, even if accepted, will be increased by 10%.

1.c Any order variations, which, however, will affect delivery terms, must be confirmed in writing by ROVATTI A. & FIGLI POMPE SPA

2. Construction

The order for ROVATTI A. & FIGLI POMPE SPA products implies that manufacturing and operating characteristics declared in technical-illustrative documentation and/or in any offer made have already been examined and approved.

Thus no reservations or request for modification/replacement may be justified following supplies sent in full compliance with the order received. ROVATTI A. & FIGLI POMPE SPA reserves the right to agree any returns of materials in writing having checked their condition with the resulting right to refuse them or amend assessment.

3. Documentation, certifications, testing

All products quoted-offered are manufactured in a quality-control mode.

Any requests not agreed and undersigned the sending of documents, certifications, test bulletins and anything else that does not comply with legal and/or regulatory obligations, shall be considered as undeserved and the supplier has no obligations to provide them.

Weights and sizes declared are purely indicative and not binding.

4. Packaging

Unless specified otherwise packaging is the customer's liability and may not be returned.

5. Shipping

Responsibility for any damage or loss is the shipper's liability even in free at destination situations. The supplier, unless specified otherwise by the customer when ordering, reserves the right to choose the most suitable supplier and shipment site.

Control of supply conformity and formal package quality, for any obvious damage occurring during transport, must take place at the time of delivery. Anything not conforming to what was specified in the shipping notice and/or damage caused during transport implies no supplier liability. The latter may however be informed of the occurrence through a copy of reservations written in the shipper's delivery documents, signed in acceptance.

6. Guarantee

Duration and starting date, unless specified otherwise.

• **24 months** from supply date

• **6 months** electric control panels, drives, repairs, spare parts

In no case may delayed installation justify requests to extend the guarantee unless agreed in advance and signed.

Further conditions:

• Notification of evident manufacturing and/or material defects must be in writing within **8** days of receiving the supply

• Guarantee acknowledgement is bound to the purchaser having absolved its contractual obligations

• In no case may the guarantee involve liability for damage caused to people and property (including suspending production processes)

• Presumed or ascertained product defects do not justify default on contractual obligations

• The supply of accessories and components without the supplier's mark, as purchased from third parties, excludes all liability for the supplier itself

• The guarantee is intended as ex-warehouse from where the supply was made, including returns of defective parts, and consists in the following services:

- Repairs with the possible replacement of parts for which ROVATTI A. & FIGLI POMPE SPA. has ascertained the defect

- Intervention in the plant, if the product cannot be moved, with out-of-pocket repair costs the supplier's liability and all remaining costs the customer's liability based on A.N.I.M.A. tariffs (FEDERATION OF NATIONAL MECHANICAL INDUSTRY ASSOCIATIONS)

- any civil works and/or defective design

The guarantee excludes any damage caused during transport and/or due to: selection errors, inexperience in installation and use compared to technical instructions, under inverter operations and a lower rev mode than prescribed, tampering and/or repairs done outside a authorised assistance structures.

7. Delivery/collection terms

Information contained in the supplier's price list and/or offers is indicative and not binding. Any total or partial delivery delays compared to terms agreed on, even if signed, do not imply any supplier liability if due to causes listed below as a simple example: strikes, natural events, fires, non or reduced procurement of raw materials due to sub-supplier delays, transport problems, production plants breaking down, etc. Consequently, the customer has no right to request indemnity or compensation for damages in situations of that kind; with no prejudice to the right to withdraw from the agreement if the delay, due to the above causes, should exceed 90 days.

If a partial delivery of materials has taken place, the purchaser may return it to the seller with no payment due. This only if there is a valid, justified reason for said return. If there should be no justified reason, the purchaser must pay for the goods delivered. What is specified above excepted, delivery terms start from the date on the order confirmation. Said date may change more or less considerably based on the unquestionable judgement of ROVATTI A. & FIGLI POMPE SPA related to any purchaser omissions such as:

- order not complete with all necessary data
- licences, permission, authorisation, approval not yet obtained
- non, late or partial payment of the instalment agreed on
- non or partial payment of prior debt situations.

In said cases, the seller shall have the right to charge the purchaser for all costs sustained for the delay caused.

If the purchaser should collect the goods, the delivery term coincides with the date on the "materials ready" notice.

Once 15 days have gone by from said notice, they are considered as having been made available and the invoice is issued.

Once a further 15 days have gone by without the materials being collected, the purchaser will be charged storage costs.

8. Reserved lien rights

Supply products remain supplier property until they have been fully paid for. If there should be any full or partial default, the supplier may claim ownership wherever products are even if combined or incorporated with purchaser or third party property, as in this particular instance legal pertinence or real estate regulations for destination or incorporation are not valid.

In this case, the supplier has the right to consider the agreement as terminated pursuant to art. 1456 Italian Civil Code, keeping any amounts collected as a fee for the property's use and deterioration, with no prejudice to its right to further damages.

The supplier also has the right to register the privilege pursuant to art. 2762 Civil Code, at the purchaser's expense, as a precautionary measure and with no prejudice to ownership reserves and said registration, whatever the case.

9. Prices

Prices are net of all fiscal and insurance charges as well as packing and transport.

Their validity expires when the confirmed delivery date expires and/or due to increases in costs, for whatever reason, *and/or* for delivery delays requested by the purchaser, even if undersigned.

List/offered prices are also exclusively referred to the transfer value of the products themselves, excluding any supply of services such as: testing, gauging, inspection when the supply is set up and anything else not specifically agreed and undersigned.

10. Payments

Payments must be made directly to the supplier as specified in the invoice.

Any dispute, of any kind, does not justify suspension, full or partial, of payments due.

Any payments made to agents, representatives or sales people of ROVATTI A. & FIGLI POMPE SPA are not considered as made until said sums reach ROVATTI A. & FIGLI POMPE SPA.

Late payment interest will be charged at the official discount rate plus 5% if there should be any delays, with no need to place the contracting party in default; with no prejudice to any further credit collection action and compensation for damages.

If payment terms should not be complied with the seller has the faculty to fully or partially suspend goods delivery even if relative to regularly accepted order confirmations, pursuant to these general sales conditions".

11. Competent court of law and customs

For any dispute arising over the supplies of products, spare parts, services, and in derogation to ordinary territorial competence pursuant to arts. 18 and 30 of the Italian civil procedure code, with resulting and specific exclusion of any other Court foreseen by the aforementioned articles, the contracting parties jointly indicate Reggio Emilia as competent Court of Law; with no prejudice to the right of ROVATTI A. & FIGLI POMPE SPA to proceed in the purchaser's competent court of law.

For anything not specifically indicated herein, customs and uses in force in the metal-working sector acknowledged by Reggio Emilia Chamber of Commerce, Industry, Crafts and Agriculture are valid, as well as all laws and provisions.

12. Personal data:

Pursuant to personal data protection laws in force, ROVATTI A. & FIGLI POMPE SPA, as data treatment Holder, states that data concerning its customers shall be handled pursuant to Legislative Decree 196/2003, for customer/supplier relationship management purposes.