

ISOIL INDUSTRIA S.p.A.
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TERMS & CONDITIONS OF SALE

ACCEPTANCE - Unless otherwise agreed, price and delivery commitments are valid for 30 days from the date of offering.

SHIPPING DATES - Shipment schedules are based on the date of receipt of Buyer's order with complete manufacturing information. Any delivery commitment is meant subject to prior sales, and therefore may undergo modifications between the date of offering and the date of our order acknowledgement.

Isoil Industria SpA reserve the right to hold any shipment in case of overdue payments by the Customer, even if referring to previous supply, until overdue is fully settled.

DELIVERY CONDITIONS - Unless otherwise agreed, all our prices are meant ex our works in Montagnana (PD) and do not include any packing, or any Federal, State or Local sales, use or other taxes or duties. Any such taxes will be declared and paid by the Buyer, and all the packing costs will be charged to Buyer at cost.

TITLE - Unless otherwise agreed, will be made F.O.B. Buyer's stock in Montagnana (PD). Title, possession and risk of loss or damage to shipment passes to Buyer upon delivery to the carrier.

FORCE MAJEURE - Seller shall not be liable for any loss or damage for delay or non-delivery due to acts of civil or military authority, acts of Buyer or by reason of any force majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of Seller, including but not limited to, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, labour disputes, lockouts or other industrial disturbances and delays of carriers. Seller shall in no event be liable for any special, indirect or consequential damages arising from delay or non-delivery irrespective of the reason therefore, and receipt by Buyer shall constitute acceptance of goods and waiver of any claims due to delay.

PAYMENT - Unless otherwise agreed, all payments are meant in Euro at one of the following banks:

BANCA INTESA SAN PAOLO- Agency of Cinisello Balsamo (MI)

account N. 615296111567
BIC CODE: BCITIT33378
IBAN: IT30Q0306932934615296111567

BANCA POPOLARE DI BERGAMO Agency of Nova Milanese (MI)

account N. 000000009022
BIC CODE BEPOIT22748
IBAN: IT25T054283346000000009022

DRAWINGS - Seller's proposal drawings are intended to show only the general style, arrangement and approximate dimensions of goods offered. No work is to be based on proposal drawings. Seller shall furnish certified dimensional drawings as specified in the purchase agreement.

WARRANTY - The following is in lieu of all warranties, expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose and any other obligation on the part of Seller.

Seller warrants goods of its own manufacture against faulty workmanship or the use of defective materials, under normal use and service, and warrants that such goods will conform to mutually agreed upon written specifications, drawings, and other descriptions. Seller warrants that at the time of delivery Seller has title to the goods free and clear of any liens and encumbrances.

Seller shall repair or replace at its factory any equipment of Seller's manufacture which shall be returned, transportation charges prepaid, within two years from date of shipment, and which examination shall disclose to have been thus defective and not altered, misused or otherwise damaged. Emergency field service found to be covered by warranty will be provided at no charge for Seller's labour and materials, but all travels and living expenses will be invoiced at cost.

Seller warrants systems furnished by it in accordance with specifications which are set forth in the purchase agreement between Seller and Buyer. Products manufactured by others and supplied with the system are warranted to the extent of the original manufacturer's warranty.

Should the system fail to comply with specifications for causes within the system for which Seller is responsible, Seller shall act to remedy such deficiencies, and shall adjust, rework or supply replacements for any portion of the system as necessary to comply with specifications, provided that:

- A. notice of deficiency is made to Seller within 24 months after the shipment.
- B. conditions effecting performances of the system, including, for example, such factors as properties of process materials, pressures, flow rates, installation environment and interfaces with other equipment, are as represented to Seller by the purchaser or his representative at the time of defining the specifications.
- C. the system is installed by the Buyer or his contractor in a manner compatible with proper performance of the system as contemplated in the applicable specifications and in accordance with Seller's instructions and recommendations. Adequate access to the installation for inspection, test and adjustment is granted to Seller.
- D. all of the purchaser's obligation under the purchase agreement have been fulfilled. Seller shall not be liable for removal or reinstallation charges, nor for any damages, including accidental, special or consequential damages, resulting from installation or use of the system covered by this warranty

START-UP ASSISTANCE - Start-up assistance or training by qualified personnel is available at additional cost per Seller's rates in effect at time of start-up. Current rates are to be asked.

MODIFICATION - No changes to any contract between Buyer and Seller shall be binding upon Seller unless made in writing and signed by a duly authorised representative of Seller.

APPLICABLE LAW - The validity, performance and construction of any agreement between Buyer and Seller shall be governed by Italian laws.