

GENERAL CONDITIONS OF SALE

These General Conditions of Sale apply to all orders accepted by EVCO SPA, with registered office in Via Mezzaterra n. 6 – 32036 Sedico - Belluno - Italy (hereinafter called “Seller”) from any individual or body corporate having registered office or domicile in Italy or abroad and exercising its own commercial, business or professional activity (hereinafter called the “Purchaser”) and govern all sales of goods specified in the catalogues of the Seller, on the Seller’s website (www.evco.it) or any other goods supplied from Seller to Purchaser (hereinafter called the “Products”). Conditions differing from those contained herein will be effective only subject to written acceptance.

1. Products

- 1.1 The Products subject to these General Conditions of Sale are those specified in the catalogues of the Seller or on the Seller’s website (www.evco.it), with the technical specifications and drawings contained therein. In case the Products are developed and manufactured according to the Purchaser’s specifications, the relevant technical specifications are part of a separate contract between the Seller and the Purchaser.
- 1.2 The Purchaser declares that, prior to the purchase, he has carefully examined all the technical documentations and manuals of the Products and he has verified the technical compatibility of his machineries and devices with the Products.

2. Orders

- 2.1 Unless otherwise agreed in writing by EVCO, an order for Products from Purchaser constitutes an offer to purchase Products subject to these Conditions.
- 2.2 No order will be considered binding for the Seller, enclosed orders based on quotations/tenders, until it has been accepted with written order confirmation issued by the latter. The order confirmation will describe the Products sold according to the Seller code (on request also according to the Purchaser’s code) and will define the quantity of each Product, the unit price, the delivery terms, the transport and payment conditions.
- 2.3 Seller may, at its sole discretion, not accept orders of amount lower than € 300,00 (three-hundred) or impose a surcharge to cover handling, logistic and internal transport cost.
- 2.4 All the orders must be made in writing by the Purchaser. Sellers shall have the right to accept verbal and telephone orders.
- 2.5 In the event that the Seller, for any reason, accepts the cancellation of all or part of such an order, Purchaser shall be liable for payment in full all costs incurred by the Seller up to the point of cancellation or, if the manufacture of Products has been completed, for the full price of Products.

3. Prices and Payment Conditions

- 3.1 The prices contained in the Seller’s price list valid to the order date, are binding if accepted by order confirmation of the Seller, unless said order confirmation specifies otherwise. The

Purchaser shall immediately notify the Seller of all errors and omissions of any type in the payment conditions and in the prices contained in the order confirmation.

- 3.2 Prices do not include any value added tax (VAT), duties and levies and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts Purchaser will pay in addition when it is due to pay for Product.
- 3.3 The Seller reserves the right to adjust the prices agreed to by giving at least 30 days' notice, in relation to current supplies whether ongoing and/or distributed.
- 3.4 The Seller also reserves the right to change the terms of payment of the Purchaser when, in its opinion, the financial conditions of the Purchaser and records of previous payments suggest that it is expedient to do so. Payment for Products is due on the date indicated in the invoice. For payments from abroad, expenses for the transfer of funds from the foreign bank to the Italian bank will be sustained entirely by the Purchaser.
- 3.5 If Purchaser fails to pay any due amount on the due date, EVCO may elect to claim interest provided by law (Legislative Decree 9 October 2002 n. 231).
- 3.6 If the terms of payment of previous shipments are not observed, the Seller is allowed to interrupt the supply of Products even in case of orders already confirmed and not yet shipped.

4. Delivery Terms and Risks

- 4.1 The delivery terms specified in the order confirmation are not binding; in any case, the Seller will make all efforts to observe the delivery dates or periods specified in the order confirmation.
- 4.2 The Seller may terminate or rescind the Contract if the delay in delivering Products is ascribable to the Seller and exceeds 60 (sixty) days from the date in the order confirmation. In any case the Seller shall not compensation for any direct and/or consequential damages of any nature and due to any reason, resulting from the delayed or unfulfilled supply.
- 4.3 In the event of delayed delivery due to circumstances beyond the reasonable control of the Seller, such as (but not limited to) force majeure, strikes, unrest, accidents or conflicts, including any delay by the Product manufacturing subcontractors or other, the Seller will have the right, as it chooses, either to extend the permitted delivery period for a period equal to the duration of said cause or to cancel the sale, and in both cases will be exempt from all liability vis-à-vis the Purchaser in relation to the delayed or failed delivery.
- 4.4 Delivery terms and risks relating to the Products will be specified in the confirmation order and according to INCOTERMS 2000. If not otherwise specified, Products are sold ex EVCO works (INCOTERMS 2000) and the Products are consigned to the Purchaser at the Seller's plant in Via Feltre n. 81 – 32036 Sedico - Belluno – Italy.
- 4.5 For national delivery, the risk is transferred upon delivery of Products to the first carrier and Products always travelling at the Purchaser's sole risk even when the carrier has been chosen and instructed by the Seller. The Seller's responsibility ceases upon delivery of the Products to the carrier because, for every aspect, the delivery shall be considered as carried out on the hands of Purchaser.

- 4.6 For international delivery, unless otherwise agreed in writing by EVCO, Products are at the risk of Purchaser from the time of delivery according to the applicable INCOTERMS.
- 4.7 The Purchaser shall immediately collect the Products the Seller has consigned to the carrier or - if otherwise agreed – shall punctually collect them at the Seller's plant on the date communicated by EVCO that Products are ready for delivery. If the Purchaser collect the Products with a delay greater than 10 (ten) days, Products will be deemed to have been delivered and Purchaser will be also liable for all related costs and expenses including, for example, but not limited to, storage and insurance costs.

5. WARRANTY

5.1 Terms of warranty

- 5.1.1 The Seller warrants that, for 24 (twenty-four) months from the date of manufacture marked on the product label identifying the Products, Products under Proper Use, will be free from defects in design, material and workmanship and conform to specification given to Purchaser or agreed with Purchaser.
- 5.1.2 EVCO will not be liable for a breach of warranty if the Products are without identification label or if failure or defect are caused by: (i) fair wear and tear; (ii) accidents, misuse, neglect or use not conforming to Proper Use of outside EVCO's scope of supply; (iii) repairs or modifications to Products which have been made without EVCO' approval; (iv) designs and specifications provided by Purchaser, instructions given by Purchaser, software and firmware programs developed by Purchaser and used in the Product and more generally by defects for which Purchaser is to blame or which are caused by activities performed by Purchaser without EVCO's written consent.
- 5.1.3 If the Purchaser don't offer to Seller the opportunity to examine the Products as set out below, the Seller will not be able to liable for a branch of warranty in clause 5.1.1.
- 5.1.4 The Seller will have no liability for the costs of dismantling, transportation, re-assembly, re-installation and re-testing of Products affected under this warranty.

5.2 EVCO return procedure

- 5.2.1 Checks on faulty Products under warranty and repairs are carried out exclusively at EVCO factory – Via Feltre n. 81 – 32036 Sedico - Belluno – Italy.
- 5.2.2 Prior to returning any Products, Purchaser shall inform EVCO's sales department of its intention to do so by fax (+39 0437 83648) or e-mail at (sales@evco.it) listening in the notice the following data:
- Manufacturing part number(s) and serial numbers present in the Product label;
 - The manufacturing date (still present in the product label);
 - Quantity for each part number;
 - Reason for return for each Product;
- 5.2.3 The cost of freight is always to be paid by the Purchaser when Products are returned to EVCO. When the goods are returned to the Purchaser, EVCO will pay the freight charges if the goods are under warranty. On the other hand, if the Products are not under warranty, the freight must be paid by the Purchaser. EVCO has to

repair/replace the Products within two months from the receipt of the returned Products.

5.2.4 The transport of all the Products is under the Purchaser's responsibility. As a matter offer, the Purchaser must inspect the completeness and integrity of the Product on delivery. Any damage arising during transit must be reported immediately to the freight company to allow claims to be made.

5.2.5 For all the Products returned to EVCO, EVCO will send back a report with the Product, explaining the reason for the failure, which repairs have been made and why some Products can not be repaired.

5.3 Goods repaired under warranty

5.3.1 All the Products under warranty will be repaired and repackaged, if possible, enabling the Purchaser to sell the Product as new. If the Product is beyond repair or if it is more advantageous not to repair it, EVCO will replace the Product with a new one.

5.3.2 If checking doesn't show any defect or anomaly, repair will be considered out of warranty and will be invoiced labor cost for test execution.

5.4 Goods repaired out of warranty

5.4.1 If the Products are out of warranty, EVCO will supply to the Purchaser an estimate in respect of the cost of repairs that the Purchaser will have to sign for acceptance within 30 days. In absence of signed estimate by Purchaser, EVCO will not repair Products out of warranty.

5.4.2 If the Product is beyond repair, it is more advantageous not to repair it or in absence of signed estimate by Purchaser, Product will be returned to the Purchaser at no extra charge.

6. Complaints

6.1 The Purchaser will examine the Products immediately and with all due diligence and attention when they arrive at its premises and will inform the Seller without delay of any omission, defect or non-conformity encountered. Notification by the Purchaser of the omission, defect or non-conformity of the Products shall be made in writing by and no later than 5 (five) days from receipt of the Products and shall contain the indication of the Product code and number as well as a full description of the defects and omissions detected. Once 5 (five) days have elapsed from receipt of the Products by the Purchaser, as resulting from the transport documents, without the Purchaser having notified any lack or non-conformity of the Products, the latter will be considered definitively accepted by the Purchaser.

6.2 Further to the complaint, the Seller will provide either for replacement of the faulty Products or refund of the amount paid by the Purchaser for their purchase. The Seller is entitled to test the Products when they are returned and to charge the Purchaser for all costs sustained by the Seller in the event of the Product turning out to be not faulty.

7. Product Liability

- 7.1 Some of the Sellers Products might be used in machineries and/or for activities different from those indicated by the Seller; the Purchaser shall be held liable and responsible for the technical assessment to use the Products in such different devices and/or in such different ways.
- 7.2 The Seller will be solely liable for damages caused to the Purchaser as an immediate and direct consequence of its own negligent or culpable non-fulfilment of the obligations under the contract. Under no circumstances will the Seller be liable for indirect damages sustained by the Purchaser or third parties, for example, but not limited to, damage to image, loss of profit, Production, contracts, penalties or refunds of any type, etc.

8. Miscellaneous

- 8.1 If any of provision in these Conditions is found by any court to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and remaining provision of these Conditions and the remainder of such provision will continue in full force and effect and, if necessary, be so amended as will be necessary to give effect to the spirit of these Conditions so far as possible.
- 8.2 These Conditions are provided in Italian and English. In the event that there is any conflict in the interpretation of different language versions of these Conditions, the Italian version shall prevail.

9. Competent Court and Applicable Law

- 9.1 All contractual or extra-contractual disputes concerning the interpretation, validity, effectiveness, execution or termination of this Contract will be referred exclusively to the Italian Judicial Authorities, Court of Belluno (Italy). Without prejudice to the previous provision, the Seller is also entitled to refer all the disputes arising out from the Contract to the competent court of the Purchasers premises.
- 9.2 This Contract will be interpreted and governed according to the Italian law.