

Spett.le \_\_\_\_\_

### SALE TERMS AND CONDITIONS

#### 1. IMPLEMENTATION OF THE CONTRACT

- 1.1 The present commission is not revocable for the Buyer for 90 days from subscription date. Before said terms, the Supplier can decide to accept or not the proposal.
- 1.2 The contract is concluded only if, after acceptance of this commission from the Supplier through sending the Buyer a written order confirmation, stamped and signed by the Supplier.
- 1.3 Eventual planning documents of the orders sent from the Buyer will be binding from the Supplier only if expressly accepted in writing by him.

#### 2. PRICES AND PAYMENT TERMS

- 2.1 The prices are the ones indicated in this commission and reported in the order confirmation, in no case there can be reference to other documents any source for their determination.
- 2.2 The prices include the costs for packaging the goods in order to allow the transport of the goods to the set destination, unless stated otherwise in the price offer or order confirmation.
- 2.3 In every case the fixing and sustaining tools are excluded from the prices, they will be supplied by means and at expense of the Buyer, or eventually by the carrier that he appointed for the transport.
- 2.4 In every case the Buyer must respect the payment terms indicated in the present commission and reported in the order confirmation, in case of non-compliance with these terms the Buyer will automatically be placed in default notice with the consequent obligation to pay to the Supplier the default interest in the amount established by the D.Lgs. 231/2002 (rate of the main refinancing instrument of the ECB increased by 8 points).
- 2.5 In all cases of delayed and / or non-payment the Supplier may request the termination of the contract.
- 2.6 The sale agreed through installment payment is intended concluded with reserve of the property in favor of the Supplier ex art. 1523 and following c.c. until the complete payment of the price and additional expenses. The non-payment of even just a single installment that exceeds one-eighth part of the price, entitles the supplier to request the immediate termination of the contract so to contest the forfeiture of the Buyer from the benefit of the deadline for payment of further installments. If the termination is applied, the Supplier is entitled to dispose by injunction the return of the goods supplied and to retain as compensation for use, damage and expense amounts paid up to that time, except in any case the compensation for further damages.

#### 3. DELIVERY AND COLLECTION

- 3.1 The delivery terms are indicated into this commission and subsequently into the order confirmation following the Incoterms 2000 of the International Chamber of Commerce.
- 3.2 In case of delays in the deliveries the purchaser is not entitled to any compensation and / or payment by the supplier.
- 3.3. Once the goods are ready the Supplier will inform the Buyer who, in case the terms of delivery are ex-works, must provide for the collection of the goods within 15 days from the notice. Failure to collect the goods within abovementioned period will not cancel of the Buyer to make payments within the agreed deadline but will entitle the purchaser to request the termination of the contract.
- 3.4 If the carrier responsible for the delivery of the goods has concluded the contract of carriage with the Buyer, the Supplier reserves the right to refuse to load the vehicle if it does not meet the requirements expressed by the Supplier to the Buyer, or if it presents conditions where the loading is not possible in accordance with law. In this case, the Supplier will give timely notice of its refusal to the Buyer which from now is obliged, for this case, to send to a new vehicle complies with the requirements.

#### 4. TECHNICAL MODIFICATIONS

- 4.1 In case the Supplier considers suitable to introduce technical changes to what has been agreed, these are communicated at the Buyer for the approval; in case the Buyer won't communicate his denial within 15 days from the receipt of the communication of the Supplier, the modifications have to be intended as approved.
- 4.2 In case the Buyer requests for technical modifications at the products, and these are accepted by the Supplier, the new orders substitute those that have not been executed yet; the buyer has nonetheless to pay for the goods delivered, those in the warehouse, those already worked and the material eventually in stock specifically bought for the Buyer needs.

#### 5. WARRANTY

- 5.1. The Supplier guarantees the conformity of the product at the specifications agreed and he is not responsible for defects coming from drawings, projects, information, documentations, indications and instructions supplied by the Buyer, or for non-conformity at safety laws not explicitly specified by the Buyer in the present commission.
- 5.2 The Supplier guarantees only the conformity of the product object of this commission and he is not responsible for malfunctions of the Buyer's machines coming from: a) misuse of the product; b) wrong assembly of the product from the Buyer or other subjects appointed by him; c) defects of the other assembled parts.
- 5.3 The duration of the warranty is 1 year becoming effective the day of delivery of the goods and is valid only if the Buyer reports the defects found within eight days after delivery of the defective product, in the case of manifest defects, or from the date of discovery, for the case of hidden defects.
- 5.4 The repairing costs or the substitution of the goods or part of them are at the Supplier's expense, excluding those of dismantling, mounting, transport from and to the Supplier facility, technicians' transfers. The Supplier becomes owner of the faulty goods or faulty part of the goods that have been substituted. The Supplier has the right to decide whether to: a) repair in situ the defecting goods, sending over his own technicians, b) ask to have the goods or the part of the goods sent back to be repaired, c) give instructions to the Buyer technicians to effect the repairing, d) substitute the goods or the part of the goods that have defects.
- 5.5 The Supplier responsibility extends only to defects that manifest in employment conditions for which the product is destined.
- 5.6 No warranty reparation will be made by the Supplier in case of missing payment of the goods by the Buyer.
- 5.7 The previous conditions from 5.1 to 5.6 are not valid in case the order confirmed by the buyer is object of modified products as stated in art. 4.2. In this case the Supplier is free from every warranty issue.
- 5.8 In any case the supplier is not required to guarantee anything with reference to: a) the suitability of the dimensions of the equipment sold with respect to the body fit of the vehicle on which they are installed; b) the correct distribution of the equipment on the axles of the vehicle on which it is installed; c) the correct sizing of the refrigeration unit which is eventually mounted on the isothermal equipment. Said characteristics must, therefore, always be verified by the buyer who remains solely responsible for their correctness.

| Data  | Rev | Scheda    |
|-------|-----|-----------|
| 12/21 | 1   | S-27/PRO2 |

## 6. PRIVACY

- 6.1 The parties are bounded to avoid the spreading of information, drawings, technical documents that they may get to know during the execution of the present commission.
- 6.2 In every resolution case of the present contract, the parties are bounded from now on to return integrally and in good time the confidential information received from the other party.

## 6.3 PROTECTION OF BRAND



We inform the receiving party that the characterized Brands referred to therein are granted and valid at the exclusive Furgokit srl ownership.

Therefore, the buyer recognizes the right of ownership of the supplier on Brands and, consequently, agrees not to put in place any use that would that could provide violation of ownership. On the contrary, all notification rights, with possibility of judgement in appropriate forums, will be efficiently claimed.

## 7. EXPRESSED RESOLUTION CLAUSE

- 7.1 The present contract is resolved when a circumstance as in the art. 2.5, 2.6, 3.3 occurs.
- 7.2 The contract is resolute when the Supplier declares to use the present clause, being understood that in this case the Supplier maintains the right of payment for the goods given, of those in the warehouse and the material eventually in stock specifically bought for the Buyer needs, and to claim for a refund of the additional damages suffered.

## 8. PACKAGING AND TRANSPORT

Unless special agreements are made, the supplier will use its normal packaging standards regarding the type and size of supports used to package the goods, quantity of goods per support, quantity of fastening elements to be used to stabilize the packaging and protect it. Given the particular nature of the packaging used by the seller, which is made up of products (called locusts) designed by the seller himself and made specifically for in order to guarantee the best conservation of the goods during transport, said packaging must, in any case, be returned in a number corresponding to that reported in the Transport Document accompanying the goods, also including any fastening elements possibly made available by supplier, also in the same number indicated in the Transport Document.

The deadline for returning the packaging and related accessories is set at 6 (six) months from the date of delivery of the goods to the buyer.

Once the aforementioned deadline has elapsed without the packaging and the related fastening parts having been returned intact and complete with all their parts to the seller,

the latter will have the right to issue an invoice to charge the cost of the unreturned packaging, equal to €1,000.00 (one thousand Euros/00) plus VAT, without the buyer being able to raise any exceptions or disputes in this regard.

## 9. PLACE OF JURISDICTION

The present contract is regulated by the Italian law. All the disputes concerning the interpretation and the execution of the present contract or anyway related with the present contract will solely fall under the jurisdiction of the Law court of Brescia (Italy).

At the senses and for the effects of dispositions for the articles 1341 e 1342 c.c., specifically: 2 (PRICES AND PAYMENT TERMS); 3 (DELIVERY AND COLLECTION); 4 (TECHNICAL MODIFICATIONS); 5 (WARRANTY); 6 (RIGHT OF WITHDRAWAL); 7 (EXPRESSED RESOLUTION CLAUSE); 8 (PACKAGING AND TRANSPORT); 9 (PLACE OF JURISDICTION).