

GENERAL TERMS OF SALE

FORWARD

These general terms of sale are recognized by all buyers and are an integral part of the sale contract. The supply of the required equipment, except in case of different written agreement out of the contract, is made according to the following general conditions:

PARTIES

Supplier: **DUE CI INOX srl**
Via A De Gasperi, 1
42016 Guastalla (RE) Italia
VAT N. IT 0067373 035 4

Customer: The subject as indicated in the heading of the purchase document

OFFERS

The offers from the manufacturer are always without commitment and non-binding. The offers have the validity term indicated and in case of order confirmation beyond that date, the manufacturer reserves the right to keep them as they are. The supply being referred to in the offer only includes service, machinery, materials and quantities as indicated in the same offer. All the details and the features included in catalogues, price lists, drawings, photos and in advertising material in general are purely indicative and non binding. Dimensions, weights, power supplies and consumptions must also be considered as approximate indications. The times of assembly, starting and technical service must also be considered as approximate indications. The supplier reserves the right to make technical improvements without notice, provided the efficiency and safety of the product is not altered.

ORDER, ORDER CONFIRMATION AND COMPLETION OF THE CONTRACT

No change on the order will be accepted after receiving the correspondent order confirmation. In case of agreement on the above mentioned changes, any further cost will be paid by the customer. The order confirmation and transmission on the part of the customer involves full acceptance of the conditions included in the offer and in these general terms of sale. The contract is completed only after receiving written confirmation from the supplier. The order confirmation is held as accepted by the customer if uncontested within 10 days after reception.

PACKAGING, SHIPPING AND TRANSPORT

The shipping of the goods is made according to the conditions indicated in the order confirmation, which, in case of any change that may occur, will prevail. The delivery, if unspecified, is always intended ex-works (according to *Inconterms 2010*). The goods are packaged as indicated and quoted in the order confirmation, which, in case any change may occur, will prevail. Any request for special packaging must be previously requested and accepted. The goods always travel at customer's risk, including ex-works deliveries. After receiving the goods, the customer is required to check that they correspond to the ordered material and that no damages occurred during transport. Any claim must be immediately signalled to the carrier, conditionally signing the DDT, and to the supplier.

DELIVERY

The delivery term is indicated in the order confirmation, which, in case any change may occur, will prevail. The delivery term only runs after receiving the written confirmation of the order from the supplier, starting from the payment of the down payment at order confirmation, and must be considered indicative in any case. In no case, possible delays in delivery will give the customer the right to terminate the contract and to ask for compensation for damages caused by the delay. In any case, the delivery term is considered respected as the supplier informs that the goods are ready for shipping.

TERMS OF PAYMENT

The payment of the equipment must be done, net of tax, expense or discount, according to the terms, deadlines and conditions stated in the order confirmation, which, in case any change may occur, will prevail. In order to state the running time of the payment term for uncollected goods, the date of invoice is assumed as date of shipment. The even partial non payment or the delayed payment of one of the deadlines will give the supplier the right to claim for the immediate enforcement of interest on arrears that will be charged to the customer according to the conditions implied by Law Decree 231/2002 complying with the community rule 29.06.2000/35/EC and its later modifications. The even partial non payment or the delayed payment of one of the deadlines will give the supplier the right to consider the contract suspended or terminated, and to suspend or cancel other possible contracts in progress, complying with article 1456 of the Italian Civil Code. The customer not complying with the terms of payment will not be able to make any claims in trial regarding compensations or reparations, and is bound to pay for all damages (lost profits and/or emerging damage) deriving from the termination of the contract and of other contracts in progress.

TRANSFER OF OWNERSHIP AND OF RISKS

The customer will be given full property of the goods only after full payment of the total amount and of collateral expenses, but he will also take on all the risks relative to the same goods, including deterioration, starting from the date of invoice. The goods will remain property of the supplier until total payment and he has the right to lay claim to them, although joined to other goods of customer's property and wherever they are, complying with article 1523 of the Italian Civil Code.

WARRANTY

The supplier guarantees that the goods comply with the agreed requests and that they will be without any defects in material and manufacturing.

Nevertheless, no one can be held responsible for the possible uses of the same goods.

The warranty is not valid in case of use which is different from what is specified in the instructions.

In particular, the warranty is excluded for malfunctions and/or non compliance owing to:

- Transport activity
- Improper storage; insufficient or careless maintenance.
- Lack of recommended service and maintenance operation.
- Misapplication of the instructions of use and installation provided by the supplier.
- Change and dismounting operations made by non specialized personnel or by personnel unauthorized by the supplier.
- Improper use of the goods, lacking purpose and field of operation.
- Damages worsened by prolonging the use of the goods after malfunction.
- Use of spare parts, components or accessories that are non original and unauthorized by the supplier, and consequent damages.
- Malfunction of the power and hydraulic supply.
- Damages caused by interconnected machinery.
- Corrosions, incrustations and breakings caused by stray currents, improper water hardness, lime scale deposits, mud deposits, condensation, water corrosivity or acidity, de-scaling treatments.
- Fortuitous event or *force majeure*, such as ice, overheating, fire, lightning, criminal damage etc.

The components undergoing natural wearing are not covered by the warranty.

In case of recognized validity of the warranty, the supplier is only responsible for the repairing and replacement of the damaged goods, and the customer cannot claim for any damages consequent to the stop of production, damages to the plant etc., nothing excluded, and has no right to terminate the contract.

ASSEMBLY, STARTING OPERATIONS, TECHNICAL SERVICE AND VARIOUS EXPENSES

If assembly, starting, and technical service are included, the customer must make sure that the rooms are complete with doors, windows, heating, power supply and lighting; that the foundations are dry; that there is free, both internal and external, access to the rooms for the handling of the goods, and finally that adequate equipment is available.

If unspecified, costs for visa, taxes, board and lodging, transfers and other expenses are excluded, and the supplier will record and charge them to the customer.

If the times for assembly, starting and technical service are prolonged because of need, request, or constraint on the part of the customer, and in any case not because of any demand from the supplier, the latter reserves the right to charge the customer with the additional costs to the current fees.

If the materials used for assembly, starting and technical service are to be increased because of need, request, or constraint on the part of the customer, and in any case not because of any demand from the supplier, the latter reserves the right to charge them to the customer.

COMPLAINTS

After receiving the goods, the customer is required to check that they correspond to the ordered goods, and he loses the right to contest their compliance after 10 days from reception.

Any contested goods, to be replaced if authorized by the supplier, must be delivered to the customer ex-works by the supplier within 10 days from the date of formal complaint.

In case the complaint is founded, and after supervision from the supplier, the duty for the supplier is limited to the replacement of the proved non correspondent goods.

The denunciation of possible latent defects must be made within 10 days from detection, according to current laws.

Other delays which are not agreed with the supplier will automatically imply the non recognition of non compliance.

Complaints do not give the customer any right to suspend the payment of the equipment, or to ask for the termination of the contract and/or of other contracts in progress, for the compensation for damages, or for the compensation for possible extra expenses.

The customer loses any right of complaint, and consequently of goods replacement, in case he does not immediately stop employing the contested goods.

The supplier guarantees the quality and efficiency of the product. In case of use of low quality of the food materials used during the working process on the part of the customer, or in case of improper use of the machinery on the part of his personnel, the supplier is not responsible for the quality of the end products.

IMPROPER USE

The customer has no right, and therefore formally renounces, to ask the supplier for damages deriving from improper use or from unauthorized changes, thus dispensing the supplier from any subsequent responsibility and from any duty of compensation for damages.

TERMINATION OF THE CONTRACT

The supplier has the right to terminate the contract with direct applicability in case he is informed about protests, seizures, or other prejudicial acts, such as liquidation, judicial administration, extraordinary administration, arrangement with the creditors, and bankruptcy chargeable to the customer.

CURRENT LAW AND CHOICE OF COURT

The contract is ruled and interpreted by the Italian law under any aspect.

For any controversy rising from the application and interpretation of this contract, we recognize Reggio Emilia Italy as choice of court.