

DECSA srl

General Sales Conditions

Art 1. CONTRACT STIPULATION

The contract is considered stipulated when, upon receipt of the order from the Purchaser, DECSA srl (hereinafter the Supplier), has sent , even by fax or e.mail, a written Order Acknowledgement (OA) which, in any case, is considered integrated by the General Sales Conditions , available on the Internet site of Decsa srl (www.decsa.it) and that the Purchaser is deemed to know and accept. Any addition or variation to the order after the date of issue of the OA is not binding on the Supplier unless specifically accepted in writing.

Art 2. SCOPE OF SUPPLY

The supply includes only the equipment and services explicitly indicated in writing in the OA issued by the Supplier. Any modification after the order acceptance which has been accepted by the Supplier may involve: 1) a variation of the delivery time which will be determined unilaterally by the Supplier and 2) a variation of the price.

Art. 3. LIABILITY

Seller's total liability based on contract, tort or otherwise at law towards Purchaser – whether due to damages, penalties, warranties, guarantees, or in any other circumstances – will not exceed fifty percent (100%) the value of the contract itself.

That global limitation does not apply to specific limitation related to bodily injuries, gross negligence and wilful misconduct, or otherwise as provided for by the applicable law.

Seller shall in any case and notwithstanding any provision to the contrary contained herein not be liable for any loss of production, loss of profit, loss of use, loss of contract or punitive damages or for any other immaterial and / or indirect loss and damages.

Art 4. CANCELLATION

In case the Purchaser , for reasons not due to the Supplier, decides to cancel within 1 week partially or totally an already acknowledged order, the Supplier will be authorized to apply cancellation charges which will be determined on a case by case basis but will not be less than 20% of the cancelled part of the order. Such cancellation charge will be due and payable upon first demand of the Supplier.

Art 5. CANCELLATION FOR CONVENIENCE

5.1 Suspension

If the client/purchaser suspends the works for no fault of vendor, by giving written notice to the vendor, the vendor shall be entitled for (a) extension of time for completion of work (b) extra cost involved at mutually agreed payment on account any loss incurred by the vendor, such as increase in the cost of material, design, drawings, etc...

5.2 Termination

If the client/purchaser terminates this contract without cause after the second week from enter into force, the vendor shall be paid for all incurred costs including any cancellation charges by vendors/suppliers, plus a fee of 15 percent of the total of incurred cost, less the total of any partial payments already made. In addition, vendor shall be paid liquidated damages for 15 percent of the unpaid balance of Contract Price.

Art 6. DELIVERY TIME

The delivery of the goods is deemed to be ex factory of the Supplier even in case freight is allowed. The freight is always a Purchaser's risk unless differently agreed in the order and OA.

The delivery time shall run from the time of the final acceptance of the order and upon receipt from the Supplier of all the necessary details to commence and continue without interruption the production of the goods. The Supplier will use its best efforts to deliver the goods within the agreed delivery time which , however, will not be binding in so far as it represents only the most accurate forecast at the time of order acceptance. The Supplier shall not be in breach of contract in the event of a delay in delivery. Any case of force majeure including , but not limited to , national strikes or strikes at the Supplier's factory , accidents , interruption of transports, custom office limitations ,war ,interruption of work in the factories of suppliers or sub-suppliers of the Supplier or proven delays of delivery from them and generally any event that makes it impossible, even in a relative sense, to execute the contract, will give the Supplier the possibility of terminating the contract or extend the delivery time by as much as the duration of the events causing the delay. In case the Supplier will terminate the contract the Purchaser will be entitled solely to the restitution of any advance money , excluded any other damage reimbursement.

Art 7. DELIVERY CONDITIONS

The delivery will be deemed to have been carried out in the Supplier's factory warehouse. Partial deliveries are always allowed. At the time of delivery all risks pass to the Purchaser and at his charge are also all expenses of warehousing , custody, maintenance and insurance. When shipment instructions are either not given or reach the Supplier too late, the shipment may be carried out by the Supplier in the way he will consider the most suitable without any responsibility, not even in case of omitted or incomplete insurance which , when stipulated, will always be charged to the Purchaser. Alternatively the Supplier may provide for the warehousing of the goods in its own premises or in those of third parties at conditions that he will deem suitable. Any expense and liability in connection therewith shall be born by the Purchaser.

Art 8. SHIPMENT

Unless differently agreed all transport costs will be charged to the Purchaser. All costs for packing different from the standard supplied by the Supplier , will also be charged to the Purchaser. If instructions for a packing different from the standard are not received by the Supplier within the expected delivery time the Supplier will provide his standard packing which will be deemed fit for the purpose if accepted without reservations by the Carrier.

Art 9. PRICES

The prices of the goods produced or commercialized by the Supplier as well as any components purchased from other suppliers and indicated in the contract will be affected by variations in case of increases of costs of labour or raw materials after the date of stipulation of the contract. The increases of costs will be as per tariffs issued by A.N.I.M.A. CO.AER (Italian Association of Mechanical Industries Aeraulic Section) and may be invoiced by the Supplier without any specific agreement from the Purchaser.

Art 10. PAYMENT CONDITIONS

10.1 Payment terms will start from date of availability of the goods ex factory.

10.2 The payments, except if there is a different agreement , must be made to the Registered Office of the Supplier which is considered by law the place of contract performance. Payments to Agents or Representatives will be considered valid only after explicit previous acceptance by the Supplier.

10.3 The Purchaser will have no right to suspend or modify the payment terms even if there is an on-going litigation between the parties for any reason , included warranty claims. The Purchaser who will suspend or delay payments will be considered as defaulting and will forfeit any right to successive claims concerning the received goods. On the amounts unpaid at their due dates an interest rate 3% higher than the valid Prime Rate will be applied without the necessity of a formal default action.

Art 11. GOODS PROPERTY

It is expressly agreed that the goods remain the property of the Supplier until the Purchaser has paid the total price

Art 12. MISSING/DELAYED PAYMENTS

In case of missing or delayed payments , even of only one of the agreed instalments , the Purchaser will lose the benefit of the agreed terms and the Supplier will have the right to ask for immediate payment of the sums still due at that moment. Any renewal of letters of exchange will not constitute an exception and lack of payment at their due date will again create a situation of default.

Art 13. WARRANTY

The warranty will have a validity of 12 months from the date of start-up but not longer than 18 months from the date of shipment. The warranty will apply only if the faults are notified within 8 (eight) days from their appearance. It is limited to the supply of the defected parts ex factory of the Supplier, provided the part has been recognised defective by the Supplier or its certified Service Centre. All costs for disassembling, re-assembling and shipping the part will be at the Purchaser charge. The replacement and/or the repair of the defected part will be carried out by the Supplier which will be exonerated from any further responsibility for any reason while the Purchaser expressly renounces to request damages or reimbursements of expenses including those coming from the inability of use of the equipment for the time necessary to its repair.

The warranty is not extended to parts which wear out during their normal use and it does not apply in case the fault is due or is mainly due to improper operation of the equipment , modifications or repairs carried out by the Purchaser , use of non suitable lubricants , excessive exploitation of the equipment , mistaken installation and similar cases.

The Purchaser will have no claim or right for any request of damages to property or individuals even if the damages were a consequence of defects or faults of the equipment originating from the Supplier. The Purchaser will also have no claim or right for any request of damages to property or individuals consequent to the use and operation of the equipment or systems supplied by the Supplier.

The electric motors will not be covered by the warranty in case of faults originated by voltage fluctuations unless the Purchaser is able to demonstrate that he has taken the necessary protection measures to avoid such contingency.

All replaced parts will remain the property of the Supplier.

The warranty will be applicable only in so far as the Purchaser has isolated the equipment as soon as a fault has been ascertained.

Art 14. FORFEIT OF THE WARRANTY RIGHT

In case the Purchaser will not comply in full with the payment terms as mentioned in the General Sales Conditions and in the specific sales conditions indicated in the OA he will forfeit the right to the warranty as described in Art.13. At the same time he will also forfeit the right to the first start-up by the Supplier , in case such start-up has been agreed.

Art 15. INSTALLATION AND TEST

15.1 Any work carried out to prepare the site to the installation of the equipment as well as any work necessary to reassemble pieces of the same equipment shipped in separate sections for reasons of excessive volume are at the charge of the Purchaser. If the Purchaser requires the assistance of the Supplier the Supplier will be paid in accordance to specific agreements made separately from the contract of supply of the equipment.

15.2 The tests carried out in the Supplier's factory are considered acceptable by the Purchaser. Any test on the equipment further to those normally carried out in the factory will be charged to the Purchaser

Art 16. MODIFICATIONS IN THE CONSTRUCTION OR DESCRIPTION OF THE PRODUCTS

The Supplier has the right , without any obligation of prior communication , to carry out at any time all the modifications he deems necessary for the improvement of his products.

All descriptions and technical data contained in quotations, circular letters, catalogues, leaflets, price lists etc must be considered as approximate indications. The description and data that are binding are only those expressly mentioned in the contract .

Art 17. RETURN OF GOODS

No goods can be returned to the Supplier without his prior acceptance.

Art 18. WITHDRAWAL

Any variation of any type in the corporate name, in the shareholders , in the articles of incorporation or in the commercial capacity of the Purchaser as well as his proven inability to fulfill payment obligations even to parties other than the Supplier , will entitle the supplier to withdraw from the contract and suspend deliveries.

Art. 19. APPLICABLE LAW- JURISDICTION

These General Sales Conditions are governed by the Italian Law, regardless of the nationality and domicile of the Purchaser and the destination of the goods. All and any controversy that may arise shall be subject to the arbitration of a single Arbitrator according to the rules of the International Chamber of Arbitration. The arbitration will take place in Milan according to the Italian law and in the Italian language

“Organizational Model provided under Italian Legislative Decree 8 June 2001 no. 231”

[NAME OF THE COUNTERPARTY] hereby acknowledges and agrees that in compliance with the provisions set forth under Italian Legislative Decree 8 June 2001 no. 231 (hereinafter referred to as the “**Decree**”), DECSA S.r.l. formally approved the Organizational Model contemplated under the Decree and comprehensive of the Ethical Code (hereinafter referred to as the “**Model**”).

[NAME OF THE COUNTERPARTY] hereby expressly declares having analysed and understood the contents of the Model published on website - <https://www.decsasrl.com/> and hereby undertakes to comply with the Model and, in general, to abstain from any act or omission that could integrate any of the crimes contemplated under the Decree.

[NAME OF THE COUNTERPARTY] further undertakes to cause any of its directors, statutory auditors, employees, agents, consultants, representatives to comply with the Model.

Should [NAME OF THE COUNTERPARTY] or any of its directors, statutory auditors, employees, agents, consultants, representatives breach the principles of the Model, as well as in case of commission of any of the crimes contemplated under the Decree by any of its directors, statutory auditors, employees, agents, consultants, representatives, DECSA S.r.l. shall be entitled to terminate the Agreement with immediate effect by means of written termination notice to be sent by registered letter with return receipt or by certified email without prejudice for any damage compensation right.