

GENERAL CONDITIONS OF SALE

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GENERAL CONDITIONS OF SALE

DEFINITIONS

Acceptance: the moment when, subsequent to Final Testing, the Buyer acknowledges the compliance of the Product with the Agreement.

Buyer: the physical or juridical person to whom the Product is supplied.

Test Form: the document issued by TRIA, upon the positive outcome of Preliminary Testing, certifying the compliance of the Product with the Agreement and the absence of any faults or defects in the Product.

Final Testing: the verification of the Product, after Installation, according to the standard testing rules of TRIA, in cross examination with the Buyer, to the purpose of verifying the compliance of the Product and its Installation with the Agreement, and the absence of faults and defects in the Product.

Preliminary Testing: the verification made by TRIA, according to standard TRIA testing regulations, to verify the compliance of the Product with the Agreement, and the absence of faults and defects in the Product.

General Conditions: the present general conditions of sale.

Particular Conditions: the particular Supply conditions, outlined in the Offer.

Delivery: the date when the Product is delivered to the Buyer.

Agreement: is the agreement entered into by the Parties, whose object is the Supply, composed of the General Conditions, the Particular Conditions and, where relevant, in the Descriptive Documents and the Specifications.

Descriptive Documents: all drawings and documents containing technical information relevant to the features of the Products, including drawings, technical specifications and Lay-Out.

Foundations: the foundations as specified in the Lay-Out or in the modified Lay-Out, if applicable.

Supply: the object of this Agreement, namely the service that TRIA shall provide for the Buyer in accordance with the Agreement, and Installation where necessary.

Installation: the assembly and/or installation of the Product performed by TRIA at the Buyer's premises.

Lay-Out: the installation lay-out of the Product, which specifies the position of volumes and suggests the lay-out of auxiliary equipment (electrical panel cabinets, plumbing control units, etc.).

Instruction Manuals: the manuals, provided by TRIA, describing the utilization and maintenance of the Product, including the electrical and plumbing plans, whose instructions the Buyer is bound to observe.

Offer: the offer to provide the Supply, drawn up by TRIA, containing the Particular Conditions, to which the Descriptive Documents and Specifications are attached where necessary.

Subscribed Offer: the Offer subscribed by the Buyer as confirmation and acceptance of the Particular Conditions and as specific acceptance of the General Conditions, as provided for by art. 1341, paragraph 2 of the Italian Civil Code.

TRIA: the subject, namely, TRIA S.p.A., selling the Product object of the Agreement.

Parties: TRIA and the Buyer.

Faulty Parts: those parts of the Product of which the Buyer has verified the faultiness and/or defectiveness, after the Final Testing but within the warranty period provided for by art. 9 of the present General Conditions, and whose faults and/or defects are recognized by TRIA.

Penalty: the penalty for late Delivery provided for by art. 3.2. of the present General Conditions.

TRIA Staff: the personnel used by TRIA to fulfil the Agreement.

Spare Parts: the original spare parts for the Product made exclusively by TRIA.

Price: the price of the Supply agreed by the Parties.

Product: the machines, parts of machine, components, production lines, installations and, in general, goods that TRIA undertakes to supply to the Buyer in compliance with the Agreement, whose technical details are outlined in the Descriptive Documents and, where relevant, in the Specifications.

Reservation of Title: the reservation of title of TRIA, as provided for by art. 6.2. of the present General Conditions.

Specifications: the analytical descriptions of the Product, which define the specific obligations of TRIA in relation to the Supply.

Delivery Date: the date by which the Product shall be delivered, as specified in the Agreement.

Test Report: the written report that shall be drawn up at the time of the Preliminary Testing and/or Final Testing operations, as relevant.

1. OBJECT OF THE AGREEMENT – APPLICATION AREA

- 1.1 TRIA sells to the Buyer the Product and supplies the ancillary services described in the Offer and in the Descriptive Documents and in the Specifications, if any.
- 1.2 The General Conditions apply to any order, Offer and to any Agreement TRIA should enter into, having as its object the sale of the Product, except where otherwise agreed in writing by the Parties.
Any behavior by one of the Parties, even if continuous, which does not observe one or more of the obligations of this Agreement, even if tolerated by the other Party, shall not be construed or interpreted as a modification of the Agreement and shall not affect the right of the other Party to require the obligations of the Agreement be performed.
- 1.3. Any invalidity or partial ineffectiveness a clause in the Agreement shall not entail the invalidity or ineffectiveness of the clause as a whole, and neither shall the invalidity or ineffectiveness of individual clauses entail the invalidity or ineffectiveness of the whole Agreement.

2. OFFERS – FULFILMENT OF THE AGREEMENT

- 2.1. TRIA Offers shall be deemed valid solely if made in writing and shall be maintained valid for the duration outlined therein or, in the absence of the indication of such period, for a period of sixty (60) days from the date of forwarding of the said Offers.
- 2.2. The Agreement is settled upon receipt by TRIA of the Subscribed Offer by the Buyer.
- 2.3. The Agreement supersedes and substitutes any previous agreement, either written or verbal, between the Parties in relation to the Supply.

3. DELIVERY TERM

- 3.1. The Delivery Term, unless otherwise stated in the Agreement, is approximate.
Subject to the provisions of the law, the Delivery Term is automatically postponed by a period equal to the Buyer's delay:
 - in paying the quota of the Price due as advance payment, where agreed;
 - in communicating the technical details required by TRIA from the Buyer in order to develop the Supply, or any other information required by TRIA to the purpose of fulfilling the Agreement.

Should the Parties, after the date of execution of the Agreement, agree in writing to modify the Product, the Delivery Term shall be automatically extended by the period necessary to carry out the said modifications.

- 3.2. Should TRIA be the cause of not meeting the Delivery date when such a date has been expressly provided for as mandatory, the Buyer, having demonstrated the damage suffered as a consequence of TRIA's behavior, shall have, as compensation and in lieu of any other right or claim, the right to the payment of a Penalty, whose maximum amount shall be 0.5% of the value of the delayed part of the Order per each week of delay, as of the third week of delay after the Delivery Term, still holding good that the Penalty shall not, in any case, exceed 3% of the value of the part of the Order delivered late.
- 3.3. The delayed Delivery of parts or components of the Product, where such a delay does not obstruct or prevent the regular utilization of the Product, shall not be deemed a delay in Delivery.

4. LAY-OUT - FOUNDATIONS

- 4.1. Where so provided for in the Agreement, TRIA shall deliver the Lay-Out to the Buyer within 60 (sixty) days as from the date of execution of the Agreement.
- 4.2. Within 5 (five) days of receipt of the Lay-Out, the Buyer shall communicate to TRIA:
 - a. its acceptance of the Lay-Out,
 - or
 - b. any comment on the Lay-Out, pointing out any structural and/or dimensional limitations of the establishment where the said Buyer intends to install the Product; in this case, TRIA, if possible, shall undertake modification of the Lay-Out.
- 4.3. Should these 5 (five) days lapse without the Buyer sending TRIA its comments on the Lay-Out or on the modified Lay-Out, or its acceptance of the Lay-Out or the modified Lay-Out, TRIA shall suspend any work on the Product, and the Delivery Term shall be automatically extended for a period equal to the delay of the Buyer's sending its comments on the Lay-Out or the modified Lay-Out, or its communication of its acceptance of the Lay-Out or the modified Lay-Out.

Should thirty days lapse without the Buyer sending TRIA its comments on the Lay-Out or on the modified Lay-Out, or its acceptance of the Lay-Out or of the modified Lay-Out, TRIA shall be allowed to rescind the Agreement; rescission of the Agreement shall be effective as of the date of receipt by the Buyer of the communication of said rescission; in this event, TRIA shall

be allowed to withhold any advance payments paid by the Buyer; while reserving the right to claim compensation for further damages.

- 4.4. Prior to Delivery, the Buyer shall realize the Foundations, at its own cost and under its own supervision.

The execution of the Foundations shall be the exclusive liability of the Buyer, which shall communicate to TRIA any irregularity, fault or defect of the said Foundations.

Furthermore, the Buyer shall undertake to test the Foundations according to the indications of TRIA, communicating to TRIA the positive outcome of the testing of the Foundations.

5. DELIVERY

- 5.1. The Delivery shall be Ex Works TRIA (Cologno Monzese), if not otherwise provided for in the Particular Conditions.

- 5.2. TRIA may deliver the whole Product, or parts thereof, in advance; in the event of such advance delivery, TRIA reserves the right, up to the time of the established Delivery Time, to deliver any lacking part of the Product, to supply a new Product in replacement of non-compliant Products already delivered, and to remedy any lack of compliance of the Product.

- 5.3. The Buyer shall always be obliged to take the delivery of the Product, also in the event of partial advance Deliveries and in the event that the Product should be delivered before the Delivery Term.

Should the Buyer refuse to take the Delivery of the Product, for reasons not attributable to TRIA, the Buyer shall bear any cost incurred, and any sum due to TRIA for whatever reason shall become immediately payable.

6. TRANSFER OF PROPERTY AND RISKS.

- 6.1. The Buyer shall become the owner of the Product upon its Delivery.

In those cases where the entire payment is not made upon Delivery, the Buyer shall become the owner of the Product only upon payment of the last part of the Price, assuming, in any case, the relevant risks as from the time of Delivery.

- 6.2. The Buyer undertakes to take all necessary or even only desirable measures to set up a valid Reservation of Title against third parties, and to collaborate with TRIA to establish those measures required to protect the property rights of TRIA.

TRIA shall be authorized to take, at the Buyer's expense, all necessary measures to secure the Reservation of Title against third parties.

The Buyer shall not resell, transfer or constitute as warranty the Product without having first paid the full Price to TRIA; any measures taken by third parties which may affect the Product shall immediately be notified to TRIA by registered mail.

- 6.3. Any infringement of the obligations provided for by art. 6.2. shall give TRIA the right to terminate the Agreement forthwith, retaining as a penalty those sums already paid by the Buyer, and reserving the right to claim further damages.

7. PRELIMINARY TESTING – INSTALLATION – FINAL TESTING.

- 7.1. If provided for by TRIA's internal standard testing procedures, TRIA shall perform the Preliminary Testing.

Following the positive outcome of the Preliminary Testing, TRIA shall issue the Test Certificate and proceed with Delivery.

- 7.2. If provided for by the Agreement, TRIA shall perform the Final Testing.

The Final Testing shall take place on the Buyer's premises after the Installation.

Should the Buyer not consent to the performance of the Final Testing or, in any case, should the Final Testing not to be performed within thirty days as of the date of Installation for any reason attributable to the Buyer, or for any other reason not attributable to a serious breach of the Agreement by TRIA, the Final Testing shall be deemed performed with a positive outcome. The Buyer undertakes to take all the necessary or even desirable measures in order to ensure the regular performance of the Final Testing on the agreed date.

All expenses incurred in the performance of the Final Testing, including the supply of the testing pieces, shall be borne by the Buyer.

- 7.3 All the Final Testing Operations shall be registered in the Test Report.

The signing of the Test Report shall imply that the Buyer be debarred from any right and/or claim relevant to faults and/or defects of the Product, including compliance and Installation faults and/or defects, which may have been found during the Final Testing, unless the said faults and/or defects are expressly stated in writing in the Test Report.

- 7.4. The positive outcome of the Final Testing shall imply the Acceptance of the Product.

The outcome of the Final Testing shall be deemed positive where:

- a. if the Buyer attends the Preliminary Testing and/or the Final Testing, depending on the case, there is no specific claim in writing in the Test Report, regarding compliance defects and, in the event of Final Testing, of Installation defects,

or

- b. if the Buyer declares it does not wish to attend the Final Testing, or in any case does not attend the Final Testing, the Test Report drawn up by TRIA does not disclose any compliance defects of the Product or of the Installation.

7.5. Should the outcome of the Final Testing be negative, TRIA shall remedy the faults disclosed in the Test Report.

Should substantial modifications be necessary in order to make the product compliant or be necessary for the Installation, the Final Testing may be repeated with TRIA's consent, with the same procedures and the consequences as the first Final Testing.

The object of the second Final Testing, if any, shall be to verify the specific fault or defect of the Product or of the Installation disclosed in the first Final Test Report; in any case the Buyer shall not have any right to claim the existence of any defect beyond those of the first Final Testing.

The provisions hereinabove shall apply to all Testing and verifications subsequent to the second Final Testing, but the object of the said Testing or verifications shall be limited to the previous Final Test Report.

7.6. The Delivery Term shall be postponed for a period equal to that necessary to make the modifications or, in the event of a second Final Testing, for a period equal to the period between the first and the second Final Testing.

7.7. Should the outcome of the second Final Testing be negative, the Buyer shall have the right to have the repairs and/or the modifications disclosed by the Test Report not completed by TRIA within the term of sixty days as from the second Final Testing date performed by itself or by a third party at TRIA's cost. Failure on the part of TRIA to make the repairs and/or modifications disclosed by the Test Report within the said term does not grant the Buyer the right to rescind the Agreement.

8. TRIA STAFF

8.1. Should the Agreement provide for the performance of any obligation at the Buyer's establishment, TRIA shall put an adequate number of suitably qualified Staff at the Buyer's disposal.

8.2. The Buyer shall facilitate the work of the TRIA Staff and it shall take all necessary measures to avoid delays in their operation and to ensure that the work may be performed uninterruptedly for at least ten hours a day from Monday to Friday and five hours a day on Saturday.

In particular (but not only), the Buyer:

- a. shall guarantee that the Installation will be performed in a safe premises and with appropriate civil structures and, in particular, with connections of electricity, energy, water, gas etc., and provide the necessary instruments and equipment, including internal means of transport and lifting, and their relevant personnel, which conform to safety regulations;
- c. shall provide premises with lockers for the custody of tools and TRIA Staff clothing, in the immediate vicinity of the work place;
- d. shall ensure that parts for assembly are in place, and shall guarantee complete protection thereof;
- e. shall assure the presence of auxiliary personnel, if necessary, to assist the TRIA Staff;
- f. shall guarantee the safety of TRIA Staff at all times.

8.3. The Buyer shall be liable for any damages caused to the Buyer or to third Parties by TRIA Staff. To this purpose, the Buyer shall take out and maintain a suitable insurance policy in favor of TRIA and/or TRIA Staff, against accidents to TRIA Staff and against any damages TRIA Staff may cause to the Buyer or to third parties.

9. WARRANTIES

9.1. TRIA guarantees that the Product complies with the provisions of the Agreement and is free from faults which would make it unsuitable for the use to which products of the same nature are usually put.

TRIA does not guarantee that the Product is suitable for a specific use.

9.2. TRIA shall not be deemed responsible for faults and/or defects arising, directly or indirectly, from:

- a. the utilization of parts or components of the Product which by their nature are subject to wear and tear;
- b. the non-observance of utilization and/or maintenance rules provided for in the Instruction Manuals;
- c. the incorrect or improper utilization of the Product;
- d. modifications and/or repairs of the Product performed without the express authorization of TRIA;
- e. the utilization of software, documentation, indications, instructions, materials, semi-processed goods, components and/or other material goods supplied, indicated or required by the Buyer.

9.3. TRIA shall in no case be deemed responsible for any fault and/defects of the Product arising from:

- a. the utilization of drawings, information, instructions or whatsoever supplied, indicated or required by the Buyer and/or
- b. compliance defects and/or faults of materials, software, semi-processed goods, components and any other product, whether part, or not, of the Product, supplied, indicated or required by the Buyer.

9.4. The warranty period shall be of 12 months as from the positive outcome of the Final Testing or, in the absence of Final Testing, from the date of the shipping of the Product.

In the event of the provision for a different warranty starting date, the duration of the warranty period shall not in any case exceed 18 (eighteen) months subsequent to the shipping date of the Product.

9.5. Subject to the provisions of art. 7 and to avoid lapsing from the right to the warranty, the Buyer shall report to TRIA any faults and/or defects of the Product, including those of conformity, within 8 (eight) days of their discovery, or of the time when they ought to have been discovered during careful examination and verification of the Product. The nature and type of such faults and defects shall be described in detail in writing and communicated to TRIA by registered letter with return receipt.

Furthermore, the Buyer shall lose the right to the warranty should the Buyer not consent to all reasonable verifications by TRIA or should the Buyer not return, at TRIA's cost, the Faulty Part within a short term of TRIA's request to do so.

9.6. Should the warranty become operational, after the verification of the existence of the fault and/or defect reported by the Buyer according to art. 9.5., TRIA shall perform its warranty obligations by replacing and/or adjusting the Faulty Part; to this purpose, TRIA shall have the indisputable choice to either:

- a. perform or have performed by third parties, at its cost, the replacement or the repair of the Faulty Part;
- b. have the Buyer perform the replacement or the repair of the Faulty Part, supplying for free to the Buyer that part of the Product substituting the Faulty Part or reimbursing the Buyer for the price of the Faulty Part.

Should the part of the Product substituting the Faulty Part be provided, it shall be supplied Ex Works TRIA.

9.7. Except in cases of fraud or gross negligence by TRIA, the compensation for any damage to the Buyer, if any, shall not exceed the value of the Faulty Part.

The warranty provided for by the present paragraph 9 supersedes and substitutes any warranty or liability provided for by the law, and shall in any case exclude any different liability of TRIA relevant to the Supply.

Therefore, the Buyer shall not lay any further claim for compensation for damage, for reduction of the Price or for rescission of the Agreement.

9.8. Upon expiry of the warranty period provided for by paragraph 9.4., no other claim shall be made towards TRIA, in accordance with the present paragraph 9.

10. PRICE

10.1. The Price shall be deemed Ex Works, except for packaging, unless otherwise provided for by the Particular Conditions.

10.2. The Buyer shall pay the Price in the currency provided for in the Agreement.

10.3. The Buyer shall pay the Price within the terms provided for in the Agreement. Failure on the part of the Buyer to comply with the terms and conditions of payment shall exempt TRIA from any Delivery obligation and TRIA may consider the Buyer non-compliant also with reference to other agreements entered into with TRIA, if any, and may:

- a. demand the payment of the Price in a single payment or
- b. terminate the Agreement, retaining as a penalty, and reserving the right to claim further damages, the sums already paid by the Buyer in relation to the Supply.

10.4. The Buyer shall not be allowed to lay any claim relevant to any non-compliance of TRIA should the Buyer not have respected the terms and conditions of payment provided for by the Agreement; the non-compliance of TRIA, if any, shall not grant the Buyer the right to suspend or delay the payment of the Price. The Buyer shall be allowed to raise a claim relevant to the alleged non-compliance of TRIA, if any, by depositing at a bank institute, for a period equal to the whole duration of the controversy, a sum equal to:

- a. overdue payments of the Price and
- b. interest on the said payments, which amount shall be calculated according to the rate of interest provided for by paragraph 10.5, provided that the bank institute shall promise under deed, also towards TRIA, to pay directly to the latter the deposited sums, which amount shall be determined by a judicial or arbitral statement.

10.5 In the event of a delay in the payment of the Price by the Buyer, TRIA:

- a. shall not perform its warranty obligation provided for by paragraph 9 until the date of payment of the Price by the Buyer; provided that the suspension of the warranty obligations shall not be deemed as a suspension of the warranty period;

- b. shall charge the interest as from the start of the delay period, in the measure provided for by the law.

11. MODIFICATIONS TO THE AGREEMENT

11.1. Modifications to the Agreement, if any, shall be made in writing and be accepted by the Parties; any modification shall be effective solely if it provides for the relevant consequences on the Price, on the Delivery Terms and on any other obligation provided for by the Agreement.

11.2. Notwithstanding the provisions of paragraph 11.1., TRIA shall be allowed to make those modifications or additions to the Products which, during the execution of the Agreement, should be urgent and/or essential to the safety of the Product, or which should allow the improvement of the efficiency of the Product; TRIA shall in any case inform the Buyer and allow the Buyer to perform all necessary verifications.

12. TERMINATION CLAUSE

In addition to the other remedies and sanctions provided for by the law and by this Agreement, TRIA may terminate the Agreement by sending a written communication by registered mail with return receipt to the Buyer and the Agreement shall be terminated as of receipt of the said communication by the Buyer in the following events:

- a. termination of the Buyer's business;
- b. failure on the part of the Buyer to comply with the terms and conditions of payment;
- c. admission of the Buyer to any insolvency procedure, (as, for example, reorganization procedure, composition with creditors, bankruptcy, compulsory winding-up, extraordinary administration);
- d. request by the Buyer of any postponement or any extrajudicial composition with its own creditors;
- e. insolvency of the Buyer, or collapse of warranties given by the Buyer to TRIA, or failure to provide TRIA with any warranty promised by the Buyer.

13. FORCE MAJEURE

13.1. In the event of supervening impossibility of the performance of the Agreement, due to force *majeure*, either Party may terminate the Agreement informing the other Party in writing by registered mail with return receipt.

13.2. Should the events of force *majeure* determine a delay in the performance of the Agreement of greater than 90 (ninety) days with reference to the terms provided for by the Agreement, either Party may terminate the Agreement, informing the other Party in writing by registered mail with return receipt.

14. SPARE PARTS.

If expressly provided for by the Agreement, TRIA shall supply the Buyer, at the Buyer's cost, with the Spare Parts which it may reasonably need in order to use the Product for the whole period agreed by the Parties, as long as TRIA can easily procure the said Spare Parts.

Unless another price has been agreed between the Parties, the price of the Spare Parts supplied is that in TRIA's price list at the time of the Buyer's order for a particular part.

15. COMMUNICATIONS BETWEEN THE PARTIES

All communications between the Parties shall be in writing and be sent to the representative at the addresses listed in the Agreement or at other addresses given by the Parties during the performance of the Agreement.

Every communication shall be deemed made on the date of receipt thereof by the other Party.

16. INFORMATION GIVEN BY TRIA TO THE BUYER, RELEVANT PROPERTY AND CONFIDENTIALITY.

16.1. All the information given by TRIA to the Buyer in order to execute the Supply, in any phase of said Supply, or any information the Buyer may infer during execution of the Supply, in any phase, shall be the exclusive property of TRIA and can be used by the Buyer exclusively in relation to the Supply.

16.2. Even after the termination of the Agreement, the Buyer:

- a. shall maintain confidentiality concerning the information received from TRIA;
- b. shall mark out the information as the property of TRIA;
- c. shall not reproduce or have reproduced and shall not reveal to third parties the information, except where obliged to do so by court order (in this event, the Buyer shall provide TRIA with immediate and detailed written advice of same);

- d. shall not apply for patents or any other industrial franchise on the basis of the information, still holding good that, in the absence of observance of this provision, said rights are the property of TRIA.
- e. shall apply the obligations provided for by the present paragraph 16 to any assistant who will have received the information from the Buyer in relation to the performance of the Supply.

17. ASSIGNMENT OF THE AGREEMENT.

The Agreement shall not be assigned, even in part, by one Party without the written consent of the other Party.

18. LANGUAGE OF THE AGREEMENT, APPLICABLE LAW AND COMPETENT COURT

18.1. The language of the Agreement shall be the Italian language.

18.2. The Agreement shall be governed exclusively by Italian Law.

It shall be clear that the application of the Vienna Convention on the agreements relevant to the international sale of movables, signed in Vienna on April 11th, 1980, and which came into force on January 1st, 1988, is expressly excluded.

18.3. The Court of Milan shall have exclusive jurisdiction in any dispute arising from and in connection with the Agreement.

The Buyer

The Buyer expressly declares to have carefully read and to approve the following clauses:

- 2.3. Inefficacy of previous agreements.
- 3. Delivery Term.
- 4.3. Lay-Out Acceptance.
- 5.3. Obligation to accept the Delivery of the Products.
- 6.1. Transfer of Property and of risks.
- 6.2. Reservation of Title
- 6.3 Termination of the Agreement in the event of non-compliance by the Buyer regarding obligations in relation to the Reservation of Title.
- 7.3 Signing of the Testing Record: expiry.
- 7.4 Positive outcome of the Testing.
- 7.5 Negative outcome of the Testing.
- 8. TRIA Staff.
- 9. Warranties – Limits to the effectiveness of the warranties – Duration – Expiry – Limits to damages compensation.
- 10.3 Consequences of failure to pay the Price.
- 10.4. Prohibition of suspending or delaying the payment of the Price.
- 10.5. Consequences of the delay in the payment of the Price.
- 11. Modifications to the Agreement.
- 12 Termination Clause.
- 16. Information given by TRIA to the Buyer and their property – Buyer’s obligation of Confidentiality.
- 17. Assignment of the Agreement
- 18. Language of the Agreement, Applicable Law and Competent Court.

The Buyer _____