



GENERAL TERMS AND CONDITIONS OF SALE

(i) The terms and conditions set out below (the “General Terms and Conditions of Sale”) shall form part of all the agreements executed between the Seller and the Buyer for the supply of the Seller products and services (the “Products”).(ii) The General Terms and Conditions of Sale shall apply to all transaction and dealings executed between the Seller and the Buyer without any need of express reference thereto or agreement thereon at the conclusion of such transaction. Any dissenting terms and conditions shall only apply if confirmed in writing by the Seller.(iii) The Seller reserves the right to change, integrate or vary the General Terms and Conditions of Sale, by including such variations in the quotations or in any other written correspondence sent to the Buyer.

- **PRICES:** All prices are per unit in Euros unless otherwise specified. All prices are exclusive of VAT and other duty levy or tax assessed against the Products by any Government or other authority. If not otherwise stated, prices are net of discount and ex-works. Unless the prices quoted are stated to be fixed the prices payable for the Products shall be those charged by the Seller at the time of despatch or supply of the Products so that the Seller shall have the right at any time to revise quoted prices to take account of increases in cost including (without limitation) costs of raw materials or labour and any variation in exchange rates.
- **CATALOGUE AND SPECIFICATIONS:** All drawings, specifications and advertising issued by Seller and any descriptions, details or illustrations contained in any Seller’s Catalogue are issued or published for the sole purpose of giving an approximate idea of the Products described in them and will not be relied on by Buyer or form part of the Contract except as provided in condition and condition. Any typographical, clerical or other error or omission in any Seller’s Catalogue, quote, price list, acceptance of offer, Order Acceptance, label, packaging, invoice or other document or information issued by Seller may be corrected by Seller, without liability to Buyer, at any time either by correcting any such matter in public or by publishing the correction on Seller’s Website or by notifying Buyer in writing and such correction shall be binding upon Buyer forthwith. Buyer will ensure that it undertakes adequate tests to ensure that where the Products meet the Specifications or, if applicable conforms to the Sample, in all material respects it is of satisfactory quality and fit for all of Buyer’s purposes. Subject to condition, Buyer expressly acknowledges that, irrespective of any guidance provided to it by Seller, it is not relying on Seller’s skill and judgement in determining whether the Products will be fit for all its purposes. Seller shall be entitled to make any changes to any specifications which do not materially affect the quality or performance of the Products to comply with any applicable statutory or European Community safety or other requirements. Seller shall not be responsible for ensuring that any Products comply with any applicable statutory or European Community safety or other requirements if the Specifications for such Products have been provided by, or developed or varied pursuant to a request of, Buyer. The documents, drawings, data and information (both in written papers and on electronic support) which should be delivered to the Buyer, remain exclusive property of the Seller. The Buyer engages itself not to reproduce them, neither to disclose them to a third party, and he engages himself to undertake the proper precaution towards staff in order to grant the above protection.
- **ORDER CONFIRMATION:** Orders and/or amendments of orders placed by the Buyer shall not be regarded as accepted before these have been confirmed by the Seller by email or fax within 3 days. Order cancellations and variations are not accepted, if not agreed previously, and in any case the Supplier is entitled to request the reimbursement for charges borne because of such cancellations. If the Seller should fail to confirm an agreement in writing which it has entered into verbally, the Seller’s invoice or the execution of the order by the Seller shall be regarded as confirmation. Orders and/or amendments of orders placed verbally or by telephone, must be confirmed in writing by the Buyer. Otherwise the Seller does not accept any responsibility for errors or consequent misunderstandings.
- **TERMS OF PAYMENT:** Payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction, discount or set off within 30 days of the date of invoice. First supplies to new Buyers will be in advance by bank transfer. Subsequently different conditions of payment can be agreed on with our sales department. In case of delayed and/or outstanding payments the supply of goods for all existing orders will be immediately suspended until payment of the amount due. In case of repeated non-compliance by the Buyer the payment terms may be revised and Seller shall be entitled to: (i) terminate the Contract or any other contract between Buyer and Seller; (ii) deduct outstanding sums from any sums owed by Seller to Buyer under the Contract or otherwise (iii) suspend any further deliveries to Buyer under the Contract or any other contract until paid; (iiii) resell any Products not yet delivered to Buyer; and/or (iiiiii) retain any sums paid as deposit for the Products. The Seller may claim interest upon late payments in accordance with the law and further recover from the Purchaser all reasonable costs incurred in recovering late payments. No objection raised by the Buyer may justify his refusal to pay on agreed terms.
- **QUANTITIES:** Each item is shipped in standard packages as per our catalogues. Therefore the quantities ordered will be automatically adjusted in accordance with the package, subject to Buyer’s approval. Minimum order value/billing: 200,00 euros net goods value.
- **DELIVERY TERMS:** Delivery or performance dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect, and time for delivery shall not be made of the essence by notice. Possible delays will not entitle the Buyer to request either any compensation, indemnity or reimbursement for direct and consequential damages or to cancel the order. Seller may deliver up to 10 per cent. more or 10 per cent. less than the quantity of Products specified in the order and Buyer shall accept such variation in quantity and shall pay the Price as adjusted to reflect such variation in quantity.

The Products are always delivered “ex works” Camponogara. Products are carried at Buyer’s risk. Failing specific instructions, goods will be forwarded by the most convenient means of conveyance and this will not give cause for any claim. In case of damage or lack of Products, Buyer will immediately proceed against the carrier. Products are not covered by any type or insurance, if not expressly requested by the Buyer. Insurance cost shall be at Buyer’s expenses. Upon taking possession of the

Products, the Buyer shall immediately: (i) check quantities and packaging of the Products and record any objections on the delivery note; and (ii) conduct a conformity check on the Products compared to the data indicated in the confirmation of order and record any objections on the delivery note. Seller shall not be responsible for any Losses incurred or suffered by Buyer as a result of a failure to deliver the Products or for short delivery unless Buyer has informed Seller in writing within 8 (eight) working days from the estimated date of delivery in relation to a failure to deliver or the actual date of delivery in relation to a short delivery. In any event, subject always to condition, where for any reason Seller is so liable, Seller's liability shall be limited to: 1) the amount by which the price in the cheapest available market of similar goods to replace those not delivered exceeds the Price of the Product not delivered; or 2) if there is no such market, an amount equal to the Price applicable to the Products not delivered. If, upon delivery of the Products, Buyer discovers that it has incorrectly ordered those Products, Seller's standard handling charge (30% goods value) from time to time will be payable by Buyer to recover management expenses if Seller agrees in writing (at its sole discretion) to accept return of those Products. Any costs arising thereof shall be at the expense of the Buyer. Claims made after 8 (eight) working days from receipt will not be taken into consideration. Restitution of Products will have to take place within and not over 15 days from their receipt. The Seller reserves the right to reasonably delivery in instalments. Where delivery is effected by instalments each instalment shall be treated as a separate contract. If the Contract involves more than one delivery and any default is made in payment the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Buyer. Any liability to supply as a result of force majeure or other unforeseen incidents outside the Seller responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities shall, for their duration and in accordance with their impact, relieve the Seller from the obligation to comply with any agreed time for delivery.

- **CLAIMS:** The Buyer must submit in writing to our sales office any objections and/or defects found in the delivered Products within 2 (two) weeks from receipt of Products. Buyer must clearly specify the kind and amount of the alleged defect; the Buyer agrees to make available for inspection the objected Products; such inspection shall be done by the Seller or by any expert designated by the Seller. No return of Products is accepted by our warehouse without prior written permission. We decline any liability for accidents to persons and property which may occur by reason or in consequence of products supplied by us. This applies also to accidents which may occur during testing. Delays in payments by the Buyer will suspend any guarantee. In case of mistakes or manufacturing defects which are made known within 2 (two) weeks from receipt of Products and are acknowledged by us as such defective goods will be replaced as quickly as possible without giving right to any indemnity, compensation or reimbursement for direct and consequential damages. Unauthorized returns of Products are not admitted. In case of misdelivery, to be attributed to us, we engage to forward again the material requested by you, carriage paid.
- **TERMS OF WARRANTY. LIABILITY:** The Seller warrants that (subject to the other provisions of these Conditions), for a period of 12 months from delivery, the Products will be free from material defects in material and workmanship and materially in accordance with the specifications provided by Seller. The warranty shall be valid only on the products correctly stored and handled, used in suitable environment and for suitable/correct applications and correctly placed in operation in appliance with technical specifications forwarded by the Seller; every improper use of the products is forbidden. Buyer will ensure that it undertakes adequate tests to ensure that where the Products meet the Specifications or, if applicable conforms to the Sample, in all material respects it is of satisfactory quality and fit for all of Buyer's purposes. The warranty does not cover the normal products parts subject to consumption. The warranties contained in condition shall not apply unless: (i) in respect of defects that are apparent on inspection of the Products Buyer notifies Seller, in writing, setting out in reasonable detail the nature of the breach of warranty 2 (two) weeks after the delivery of the Products; or (ii) in relation to defects that are not apparent on inspection of the Products, Buyer notifies Seller in writing setting out in reasonable detail the nature of the breach of warranty within 14 days after the defect became apparent or ought to have become apparent to Buyer, and in any event within 12 months of the date of delivery of the Products; and (iii) after receiving such notice of the defect, Seller is given reasonable opportunity to inspect the Products and, at Seller's request (acting reasonably), the Products are returned to Seller's place of business for the purposes of such inspection; and (iiii) the total price for the Products has been paid by Buyer. Subject to conditions and, where Products or parts thereof returned to Seller are found, in the reasonable opinion of Seller, not to conform with the warranty contained in condition or any other warranties, quality standards or conditions implied by law, Seller shall discharge any liability in full by, at its sole discretion, replacing the whole or part of all or any of the Products or refunding the Price of the non-conforming Products. Any Products which have been so replaced shall be owned by Seller. Seller's aggregate liability for a Claim in relation to any single item of Product shall be limited to the Price payable to Seller by Buyer for that item. Any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period. The Seller shall not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill, damage to reputation in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract, whether such loss or claim was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence and breach of statutory duty), indemnity or otherwise.
- **RETENTION OF TITLE:** The Product supplied shall remain in the property of the Seller until the date of the full payment by the Buyer of the entire price of the Products and of all amounts due to the Seller.
- **TERMINATION:** Without affecting any other rights and remedies it may have, Seller may terminate the Contract forthwith if: (i) Buyer breaches any terms of any contract with Seller; (ii) Buyer makes any composition or voluntary arrangement with its creditors or any step, application, order, proceeding or appointment is made or taken by or in respect of Buyer (including, without limitation, the making of an application or the giving of any notice) by Buyer or any other person for a distress, execution, winding up, dissolution, or to appoint an administrator of Buyer or (being an individual or firm) becomes bankrupt or (being a Seller) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction); (iii) an encumbrance takes possession, or a receiver (administrative or otherwise) is appointed, of any of the property or assets of Buyer; or Buyer ceases, or threatens to cease, to carry on business; or (iiii) Seller reasonably apprehends that any of the events mentioned in conditions to above is about to occur in relation to Buyer and notifies Buyer accordingly.
- **INDEMNITY:** Without prejudice to Seller's other rights and remedies, Buyer shall indemnify and keep indemnified Seller in full against any Losses incurred or suffered as a result of: (i) cancellation, variation or suspension of an order by the Buyer; (ii) any claim brought by any third party in respect of Losses, injury or damage caused by any Products which, following delivery, have

been subjected to any use other than the authorised use for such Products (being the use for which such Products are commonly supplied or a use expressly authorised in accordance with condition) or modified by a person other than Seller or any event has occurred (including any act or omission) which would result in condition ceasing to apply to those Products; (iii) the use of Specifications supplied by or on behalf of Buyer or modified at the request of Buyer; (iiii) and any claims by any third party in relation to any infringement or alleged infringement of any of its Intellectual Property Rights as a result of the use, possession or supply of any Custom Product or any Specifications supplied by or on behalf of or modified at the request of Buyer.

- **EXPORT:** The Buyer represents and warrants that it will not violate U.S., E.U., or other applicable local country export-related laws with respect to the Products. Buyer shall be responsible for complying with any legislation or regulations applying to the Products in the country of destination governing the export of the Products or any product incorporating the Products from the Italy (including, if necessary, satisfying Customs and Excise that value added tax is not payable on the Price) and the importation of the Products into the country of destination and for the payment of any applicable import or export duties or taxes thereon. Buyer shall be responsible for notifying Seller of any obligations which Seller is obliged to comply with pursuant to any such legislation or regulations and for bearing or re-imbursing to Seller any associated costs.
- **APPLICABLE/GOVERNING LAW:** (i) In case of the Buyer is a subject having Italian nationality, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by Italian laws. (ii) On the contrary, in case of the Buyer is a subject having a nationality different from the Italian one, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by the United Nations Convention of Vienna of 1980 on Contracts for the International Sale of Goods.
- **JURISDICTION:** Any dispute arising between the parties in connection with the interpretation, validity or performance of the present General Terms and Conditions of Sale and of all the relevant agreements, shall be of the exclusive competence of the referred to the Court of Venice. Seller shall retain the right to bring proceedings against Buyer in any other court.
- **DATA PROTECTION LAW:** The personal data of the Buyer shall be processed in accordance with the Italian data protection law (Legislative Decree 196/2003). The Seller inform the Buyer that the Seller is the data controller and that the Buyer's personal data shall be collected and processed for the only purpose of the performance of this agreement. Pursuant article 7 of the Italian Legislative Decree 196/2003, the Buyer has the right to ask to the Seller the updating, amendment, integration, writing off and transformation in anonymous form of its data.
- **FINAL PROVISIONS:** The total or partial invalidity of any provision of the present General Terms and Conditions of Sale shall not affect the validity of the other provisions. These Conditions apply to all sales of Products by the Seller and shall prevail over any terms or conditions referred to in the Buyer's order or in correspondence or elsewhere unless specifically agreed to in writing by the Seller and expressed to form part of the Contract and any conditions or stipulations to the contrary are hereby excluded or extinguished.



FASTPOINT S.R.L.

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All information and data reported in the website product pages "fastpointweb.it" are indicative and may be subject to change without notice.

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