

GENERAL SALES CONDITIONS

- 1) **OFFERS:** Our offers are valid for **15 WORKING DAYS**. After this period of time the offer will be no longer valid.
- 2) **ORDERS:** Orders are valid only if received through post-office communication, fax, EDI or e-mail. The orders will always be confirmed through post-office communication, fax, EDI or e-mail. Supplies only include goods and services specified in our order confirmation at the sales conditions listed in the confirmation itself. After 10 days from the date of our confirmation, without receiving comments by customers, the supply will be carried out at the agreed sales conditions of the thereof order confirmation. We will not accept order cancellations subsequent to our confirmations. After the goods shipment we will not accept returns of materials if not previously agreed with our sales Dept.
- 3) **INCOTERMS AND GOODS PACKING:** Prices are always to be intended in ex works conditions unless otherwise differently indicated in our order confirmation. Packing and all different expenses, if not differently agreed, will meet BRT conditions.
- 4) **DELIVERY TERMS AND CONDITIONS:** Delivery conditions expressed in our order confirmations are purely indicative as they have to be intended as barring unforeseen circumstances. With this we mean:
 - a) insufficiency of technical data, inaccuracies or delays by the purchaser in sending data necessary for the order execution;
 - b) difficulties in the supply of raw materials or spare parts from Bonfiglioli or from other suppliers;
 - c) strikes, lack of power supply, storms, epidemics, or any other cause of major force;
 - d) payment terms breaches;The occurrence of any of the above mentioned causes does not entitle the purchaser to seek criminal or compensation requests. Delivery is considered effective when the material is delivered to the carrier even when the Price includes transportation costs. After the withdrawal of the goods, all risks concerning the material are assumed by the buyer.
- 5) **DELIVERY:** In case the buyer does not give specific instructions, the delivery will be performed at the conditions B.R.T will consider the most appropriate. Losses, delays and damages resulting of transport cannot be charged to B.R.T. For legal purposes goods are accepted by the buyer after the delivery from our facility.
- 6) **PAYMENTS:** Payments must be made at our address, payer accepts all risks due to the payment for whatever means of payment he chooses including bills or money transfer whose release does not constitute novation of the original contract subject to the successful conclusion of the same. Failure in payment within the due period authorizes B.R.T. to charge customer with interests of 2% over the prime rate. Any payment failure or delay also authorizes B.R.T. to suspend the production and the delivery of all ordered goods as well as

the termination of all other orders; the insolvent buyer is not entitled to ask for these materials until the situation is cleared. Any objection to the supplied goods shall not release the customer from respecting the payment terms.

- 7) **PRICES:** Prices and conditions stated on our offers and order confirmations come from B.R.T. price lists valid at the time of document creation. B.R.T reserves the faculty to change prices any time, also during the supply, is forced to amend them as results of changes in production costs.
- 8) **WARRANTY:** Warranty for flows, production defects or assembly errors lasts 1 year from the goods invoice date. Warranty covers the replacement or the free repair of the goods but only in case of demonstrated construction defectives. The customer or the installer must submit the claim within 8 days after the reception of the goods, when visibly clear, or within 8 days since their discovery in case of units installed and running and in any case the communication of the defects must take place within the warranty duration. The rejected goods must be sent back, free of charges due to transport and packing, to our facility for the required verifications; if the units are filled with oil the customer is requested to empty them before the shipment. B.R.T. does not accept charges for damages occurred to people or things happened as results of malfunctioning of our products except for the above mentioned cases. The Seller warranty does not apply in case of unauthorized operating maintenance, repair, abuses or misuses of the products without the Seller's written approval. The warranty is no longer valid in case of defects due to anomalies caused by other devices connected to our products.
- 9) **LEGAL HOME OFFICE AND COMPETENT COURT :** The legal home office of B.R.T. SpA is at his main address. Any dispute arising out the this contract concerning goods supplied in Italy or abroad is regulated by the Italian Laws and shall be exclusively addressed to the Court of Bologna. B.R.T reserves the rights to take legal actions at the Customer's legal address in Italy or abroad.