

TERMS & CONDITIONS OF SALE (Ver. 2015)

Service	Description	Notes or amendments
Delivery	10 business days from receipt of written order or order confirmation countersigned for acceptance	
Payments	1/3 upon order confirmation, 1/3 upon delivery, 1/3 30 days from date of delivery	
Commissioning	Excluded	
Transport	Excluded	
Assembly	Excluded	
Manuals	Manuals in English	
<ul style="list-style-type: none"> • Exclusions 	<ul style="list-style-type: none"> • Manpower provided by you to assist our assembly men • compressed air system (if required) • hydraulic pipelines from/to assembled plant • lines and electrical connections to our electrical panel and safety cut-off switches on electrical lines dedicated to our plant • plant lighting system • finish coating of metal parts • civil works of any kind (such as sewers and channels, wells) and connections to water body (sewage manifold, river, surface, etc.). • excavation, earthwork, reinforcement works, ordinary masonry and reinforced concrete, railings, grilles, various structural works, canopies, restoration of construction site area, paving, fencing and progress reports, as required by law • technical and functional reports, drawings, certificates and construction guarantees • translation of manuals in foreign languages, documentation in digital format (not offered standard), technical documentation, drawings and manuals of components manufactured by our suppliers • staff training which, if required, will be provided when commissioning the plant (the time required to commission the plant will be established by our technical staff) • filing of paperwork and requests for permits with the competent Authorities (ARPAT; ASL; Province; Municipality; etc.) • handling of materials at your manufacturing plant, transport and installation of systems and/or equipment which due to their specifications, weight and size require special transportation and/or on heavy-load vehicles • warehousing, storage, protection (indoor) from bad weather, buffering and insulation of equipment 	<ul style="list-style-type: none"> •

	<p>delivered and/or installed. More specifically, the Buyer will be responsible for, and cover the cost of, arranging the machine and/or system storage rooms, providing protection against rain and/or frost, and for the earthing connection of all metal parts</p> <ul style="list-style-type: none"> • stamp duties, any taxes for contract registration, VAT, financial agreement expenses, customs and any other applicable tax • flight tickets, relocation of premises, interpreter, room and board in a hotel of European standard (☆☆/☆☆☆ star), travel expenses and construction services for our staff, including for on-site visits and inspections • supplies and spare parts, chemical and/or biological products for plant operation (including for first commissioning) • any optional accessories described in the supply, and anything else not specified in the description • repair or compensation for damages caused by stationary equipment and/or caused to third parties and/or due to production downtime • disposal of waste of any kind. 	
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Without prejudice to the essential characteristics of the materials described above, we reserves the right to make any changes to the systems/plants and their components/parts that we see fit, in order to comply with any type of technical requirement and/or to improve performance. The Parties agree that the Buyer will bear the costs thereof, in accordance with the applicable fee plans.

The operating principles or performance output of the individual machinery and equipment referred to in the catalogues and product descriptions are purely indicative, and are hence subject to technical changes/adjustments

In no case shall technical staff and TECNOCOM be liable, both civilly and criminally, for any damage caused by plant downtime or malfunctions.

The Terms & Conditions applied by Tecnocom Srl to its sales contracts are available at www.tecnocomprato.com.

Introduction

These terms and conditions shall apply in full to all orders. Any amendments must be in writing and be approved specifically by Tecnocom S.r.l.

Signing the order implies the Buyer's full acceptance of these terms and conditions of sale, without reservation.

These terms and conditions apply to companies, legal entities, professionals and more generally, to all subjects that do not qualify as consumers, as per their definition in the current legislation and, in particular, in Leg. Decree no. 206/2005 ("Consumer code").

Scope

The measures, quality and all other data indicated in the catalogues, statements, brochures, offers and orders must always be considered as indicative and not binding, except as particularly and specifically agreed in writing.

The drawings and technical documentation of the products that will be delivered to the Buyer shall remain the exclusive property of Tecnocom and cannot be used by the Buyer, except for contractual purposes, nor copied, reproduced, modified, disclosed, communicated or submitted to third parties.

The Buyer agrees not to disclose the above documentation, not even separately or in open disclosure, and to return it with the safest method possible, if the order were not to be processed or were to be cancelled, and is liable for any damages caused by its use or application in any form, whether directly or by third parties. This condition also applies to the Buyer's employees and outsourced staff.

Prices and payment terms

The selling price, if not specified in the order, is the one listed in the Seller's latest price list (price list applicable on the date of signing).

If the Buyer does not receive the products once they are prepared for shipment or delivery, or the Seller was not able to deliver them by the agreed delivery date for reasons not attributable to its own negligence, the prices (if not specified in the order) will be adjusted to the Seller's latest price list. Alternatively, they will factor in changes in the cost of materials and labour arising from preparation for shipment to product collection, or acceptance of the delivery.

If, for reasons attributable to the Buyer, the goods are not collected within 15 days from the notice that they are ready for pick-up, the cost for the extra days of storage will be charged to the customer, for which the Seller will issue an invoice, payable by the agreed deadline.

The prices exclude taxes, fees, costs for issuing bank statements, costs of transport, packing and insurance, which are borne by the Buyer.

The Buyer is not entitled to discounts or round-off of the invoiced amounts, unless the invoice specifies otherwise.

Payments must be made in Euros c/o the Seller. The Seller is entitled to accept bills of exchange and cheques as form of payment, or to authorise wire transfers, issuance of drafts or bank receipts. Under no circumstance does this option replace the original credit or jurisdiction in the event of a dispute.

Unless the Parties specifically agree otherwise, the Buyer is required to process payment according to the terms herein, and as stated in the invoice issued by Tecnocom s.r.l.

All payments will be surcharged any outstanding debt(s), even if referring to another contract, and no other conditions of the Buyer shall apply.

The Buyer is not entitled to suspend payments because of claims or as compensation. Neither party can file suit, counter-claims, or raise objections against the Buyer, without the counter-party having paid its outstanding debt(s).

Default interest

The amounts not paid within the agreed term will accrue interest on arrears to the extent established by Leg. Decree No. 231/2002, as amended.

Delivery terms

The delivery terms are indicative and non-binding for Tecnocom, and at any rate, are not essential.

Delays in processing deliveries cannot give rise to penalties, damage compensation and/or default interest, nor entitle the Buyer to cancel the order.

Tecnocom rejects any responsibility for delays in the following cases:

- if the Buyer does not comply with the payment terms, even if they refer to previous orders;
- if the Buyer does not submit the order by the agreed deadline.

Shipping method

The Seller is free to choose the means and route of transport, unless the Parties agree otherwise.

The Seller is free to choose the type of packaging, unless the Parties agree otherwise.

The products will travel at the Buyer's own risk and without any liability of Tecnocom.

No responsibility can be attributed, at any rate, to Tecnocom for loss and/or damage incurred to the products during transportation.

Delivery: definition and additional terms

Deliveries are understood as the moment in which the products are handed over to the carrier and shipping agent for shipment.

The goods travel at the risk and expense of the Buyer, even if sold "carriage paid" (condition that must be specified in a clause of the contract): the Seller's liability therefore ceases from the moment in which the goods leave our warehouses.

Any claims and reprimands to the carrier or shipping agent are understood as filed on behalf of the Buyer.

Any delays in the departure of the shipped goods that are not attributable to the Seller do not qualify as delayed delivery by the Seller.

Bids

Unless the Parties agree otherwise, bids will be valid for 30 days from their date of issue: after this term, the bid shall be void, unless accepted by Tecnocom.

Bids made by agents and sales representatives of Tecnocom are binding for the latter only if confirmed thereby in writing.

Claims

The Buyer is expected to check the goods upon receipt and to notify Tecnocom of any damage, flaws and non-conformities in writing within 8 (eight) calendar days. Any claim concerning product flaws, defects and/or non-conformities must be submitted in writing to Tecnocom within 8 (eight) calendar days from the date of delivery, or will otherwise be rejected.

The return of flawed goods must be approved in advance by the Seller, which does not answer for consequences arising from any repairs carried out by the Buyer or third parties.

Warranty

The Seller guarantees the quality of the materials used and the construction of the electrical and hydraulic systems, under the laws in force at the time of installation, for a period of 12 (twelve) months from the date of delivery.

The Seller guarantees the machines and the equipment supplied, in terms both of their quality and material processing. The Seller will repair or replace materials that are flawed upon delivery, charging solely the cost of labour and/or transfer to the Buyer's premises.

Replacement or repair of flawed parts cancels out any other warranty obligation, and excludes any other liability for direct or indirect damages.

The machines and/or equipment to be repaired or replaced must be returned carriage paid, fully assembled and with no signs of tampering, c/o the Seller. The Seller will ship the repaired or replaced machinery/equipment to the Buyer freight collect. If it is absolutely necessary to repair the product at the Buyer's premises, the latter shall cover the costs of transfer of our technical staff, and their cost of room and board.

The warranty does not cover any parts, which, by their nature or use, are subject to particular wear or deterioration and, in particular, parts subject to periodic replacement, such as pH electrodes and Redox electrodes, impellers, diffusers, cables, pipes and the like.

The warranty does not cover damage caused by motor overload and/or failure to use the safety devices built into the control panel.

The warranty does not cover plant malfunctions caused by insufficient maintenance, incorrect installation (possibly by the customer), any repair work poorly executed by unauthorised personnel, or normal wear and tear.

The Seller will service or repair the machines and equipment only if the Buyer has regularly paid all outstanding invoices.

The Seller's warranty only applies if:

- the failure is due to faulty manufacture, material or workmanship.
- the failure is communicated to the Seller or its representative within the warranty period of the product;
- the product is used only under the conditions described in the installation and maintenance manual, and in accordance with the intended uses;
- the control system built into the product is properly connected;
- all repair and maintenance works are carried out by qualified personnel of the Seller;
- the Buyer uses only original spare parts.

Potential liability

Any potential liability will require only that the Seller refund the Buyer of the price of purchase; in no case can Tecnomac be considered responsible for indirect or consequential damages, production downtime or loss of profit.

Place of jurisdiction

The Parties agree that the Court of Prato shall have exclusive jurisdiction over any dispute.



Tecnomac Srl
(Sales Office)

PERSONAL DATA PROTECTION - STATEMENT PURSUANT TO LEG. DECREE No. 196/2003, ART. 13

Dear Company (or data subject),

pursuant to art. 13 of Leg. Decree no. 196 of 30.06.2003 (hereinafter the Privacy Code), as data subject providing the personal data to our Company, we issue the following statement for your information.

1. Purpose of data processing

1.1. Your personal data may be processed for the following purposes:

- a) compliance with legal obligations, national and European regulations and standards, and compliance with guidelines established by the Authorities that by law are in charge of supervising and monitoring Data Controllers/Processors;
- b) fulfilment of contractual and legal obligations by virtue of the contract signed with you, or to process any pre-contractual requests, or, at any rate, to manage our business relationship.

1.2. In connection with the aforementioned purposes, the processing of your personal data is compulsory, with reference to legal and/or contractual obligations. Refusal to disclose the data may entail the impossibility for us to formalise and/or process the contractual and, more generally, commercial relationship.

The refusal to provide personal information that does not refer to legal or contractual obligations may entail the impossibility for us to provide certain services that require data processing.

2. Processing methods

Tecnocom will process your personal data manually (i.e. in printed format).

(or)

Tecnocom may process your personal data in printed format and with the aid of digital systems, online or offline, and electronic systems, as strictly pertaining to the aforementioned purposes and, at any rate, so as to ensure their security and confidentiality.

3. Categories of subjects to whom the personal data may be communicated

3.1. Without prejudice to disclosure and communication of the data under the assumptions of previous section 1, letter a), we may disclose your personal data, as strictly pertaining to the purposes stated herein, to the following categories of subjects:

- professionals and consultants;
- providers of shipping and handling services;
- payment service operators;
- entities, companies and institutions in the banking, credit, insurance and finance sectors.

3.2. In addition, your Personal Data may be communicated, for the purposes specified in section 1.1., to the following categories of subjects: employees, interns, consultants and/or independent contractors (including non-frequent).

4. Rights of the Data subject

4.1. Art. 7 of Leg. Decree No. 196/2003 entitles you, as data subject, to specific rights. In particular, the data subject has the right:

- a) to be informed by Tecnocom, without delay:
 - of the existence in its database of his/her personal data, even if not registered yet, and their communication in intelligible form, as well as indication of their source, and of the logic behind the processing method;
 - information on the purposes and methods of data processing;
 - indication of the subjects or categories of subjects to whom the personal data may be communicated or who may become aware of them as Data Controllers and Data Processors;
 - deletion, transformation into anonymous form or blocking of data processed unlawfully;
 - updating, rectification or, on request of the data subject, their integration;
- b) to object, in whole or in part, for legitimate reasons, to the processing of personal data concerning him/her, even if pertinent to the purpose for their collection
- c) to object to the processing of his/her personal data for the purpose of sending advertising or commercial information, or to conduct market research.

4.2. You may exercise these rights, in the form and in accordance with the procedures laid down in articles 8 and 9 of Leg. Decree No. 196/2003, by contacting the Data Controller (contact details provided below).

5. Data Controller

The Data Controller of your personal data is Tecnocom Srl, in the person of its legal representative *pro-tempore*, Mr. Niccolai Sandro, Via F. Vannetti David no. 65 - 59100 Prato (Italy):

TECNOCOM SRL
(Niccolai Sandro)



CONSENT

Pursuant to Leg. Decree no. 196 of 30.06.2003, I hereby declare as data subject to have received and read the Privacy Policy statement and to be informed of the contents of art. 13 (information provided at the time of collection) and 7 (Rights of the data subject) of the same law, and grant

MY CONSENT to the processing of my personal data, pursuant to previous section 1.1., letter b) of the Statement.

Date and place Data subject (stamp and signature)

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I specifically AGREE that I disclose my personal data, pursuant to section 3.1. of the Statement

Date and place Data subject (stamp and signature)

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