

GENERAL SALES CONDITIONS CLA-UTEK (*)

(*) In the event of a dispute concerning the interpretation of this general sales conditions, the Italian text will prevail

1. GENERAL INFORMATION

All sales of materials, products and machines made by CLA-UTEK are governed by these General Sales Conditions. These General Terms and Conditions of Sale are valid from June 2019. Any exceptions to these General Terms and Conditions of Sale must be defined and approved in writing.

2. OFFERS - ORDERS - ORDER CONFIRMATIONS

Offers made by C.L.A. shall be valid for 30 days from the date of the transmission to the Customer, unless otherwise specified by writing. Any Order placed by the Customer must be sent in writing (fax or e-mail) and shall not be regarded as accepted before these have been confirmed by CLA in writing.

Any order placed by the Customer must contain all the information necessary for a correct description of:

- the characteristics of the Products ordered,
- the time of shipment and delivery;
- the price and terms of payment,
- the type of packaging
- the Incoterms.

3. DELIVERY TIMES

The delivery times indicated in the order confirmation can be re-determined in case of special conditions that do not allow the fulfillment of the order within the confirmed times.

No penalty for the delayed delivery of the materials can be applied to CLA-UTEK, unless the provision of the penalty has been expressly accepted in writing by CLA-UTEK in the agreement with the customer.

4. ORDER CHANGES AND CANCELLATIONS

The customer must request any partial or total modification the order within 48 hours from the time of the receipt of the order confirmation by CLA-UTEK. CLA-UTEK reserves the right to check the status of the production and to inform the customer if the partial or total modification is accepted. In any case, all products that, at the time of cancellation, have already been manufactured or are in progress, with the exception of standard products that were already in stock at the time of the order confirmation, will be charged to the customer.

5. PRICES AND PAYMENT METHODS

Prices do not include any additional sales costs due to: VAT, transportation and testing at the customer's site, installation and assembly, and (only for the machines) instruction and training. Payments must be made in accordance with the conditions agreed with the customer and written on the order confirmation. In the event of delayed payment, interest will be charged on the rate in effect on the natural expiry date of the invoice. In case of delayed payment CLA-UTEK is entitled to take actions to protect its interests, at its sole discretion, such as the suspension of ongoing supplies, technical assistance and warranty, until the resolution of the dispute.

6. PACKAGING AND SHIPPING

With standard packaging, the Products are positioned on wooden pallets and wrapped in a protective polyethylene film or alternatively inserted into a cardboard box. Any requests for different or more protective packaging must be previously agreed in writing in the contract, and will be charged to the client in the invoice. The applied Incoterms standard is "Ex Works", unless otherwise agreed, in writing, in the order. CLA-UTEK will make available to the shipper (or carrier) of the Customer the products, ready for transport, at its own factory, giving notice of ready goods. The Customer must withdraw the products from the date of notification of ready goods within 2 days, after that time the payment and guarantee terms will begin.

7. RECOMMENDATIONS FOR STORAGE AND HANDLING OF CLA-UTEK PRODUCTS CLA-UTEK

To prevent oxidation, deterioration and other damages to materials, CLA-UTEK underline the importance of correct product storage and handling before installation.

In particular, the Customer must follow the following rules:

- Any products that feature painted materials, must be stored indoors and in a dry place, in order to prevent weathering (weather distress) such as rain, snow, sun, humidity, sudden changes in temperature.
- Pallets with products should be stored in a dry place and should be inclined in order to permit the runoff of condensation and to prevent water stagnation.
- Pallets with products must be sheltered from rain and night humidity; if it is necessary to store the Pallets with products outdoors, these must be sheltered with a waterproof tarpaulin which also ensures adequate ventilation.
- The products must be lifted with ropes fastened to eyebolts, when these are provided.
- Large pallets or boxes will feature specific indications in order to be lifted with forklift trucks.
- The handling of a single product shall be made by lifting the product itself without scraping it on the product below.

8. WARRANTY

8.1 General rule

CLA-UTEK guarantees that the products supplied are free from defects in materials and workmanship and are compliant with the description agreed, in the contract, with the Customer. The warranty for defects shall have a maximum validity for a period of 12 months starting from the date of delivery of the products to the Customer. Only for air treatment machines the warranty for defects shall have a maximum validity for a period of 24 months starting from the date of delivery of the products to the Customer. CLA-UTEK does not guarantee the compliance of the supplied products with particular specifications or technical characteristics, or their suitability for particular or heavy use and / or conditions of use, except to the extent that these specifications, characteristics, uses and conditions of use have been expressly agreed in writing in the contract or in the documents that are part of it (offers, order, material specifications, other documentation etc.).

8.2 Warranty - Customer Verification

Upon delivery, the Customer is required to verify the conformity of the products supplied with respect to what was agreed in the contract. CLA-UTEK undertakes to remedy any defect, lack of quality, lack of conformity of the products supplied, under the following conditions:

- with regard to obvious defects and defects immediately recognizable by the customer (CLA products: for example dimensional errors, lack of some CLA-UTEK components / products: incorrect features, painting or assembly, etc.) the customer must notify CLA-UTEK in writing within 8 days of delivery; in the event that the products are delivered to the customer in closed boxes or packages, the term within which the Customer is required to give a written report to CLA-UTEK is 30 days starting from delivery; once the aforementioned terms have expired, the products will always be understood as fully accepted by the customer
- with regard to hidden defects or defects in the functioning of the product, the customer is obliged to notify CLA-UTEK in writing within 8 days of discovery; in any case the guarantee for any hidden defects of the product and the guarantee of good functioning are valid and operative for a maximum period of 12 months starting from the date of delivery of the products to the Customer; only for air treatment machines the duration of the warranty for any hidden defects of the product and the guarantee of good functioning last for 24 months starting from the date of delivery of the products to the Customer.

In any case, the Customer is required to verify the conformity of the products, in the place of receipt of the goods indicated in the order, before selling the products to third parties or in any case to ship the same products to other destinations.

8.3 Warranty - Effects

CLA-UTEK's only obligation in case of defects, lack of quality or non-conformity of the Products will be that of repairing or replacing the defective Products. It is agreed that the above mentioned guarantee (i.e.: the obligation to repair or replace the Products) is in lieu of any other legal guarantee or liability with the exclusion of any other kind of liability (whether contractual or non-contractual) which may in any case arise out of or in relation to the Products supplied (e.g. compensation of damages, loss of profit, transport costs) and which may exceed the value of the defective products. Each repaired or replaced part is guaranteed for 12 months from the subsequent redelivery to the Customer and takes place under the same conditions (materials, packaging, delivery) established in the original order; only for air treatment machines the warranty on repaired or replaced parts is 24 months.

8.4 Warranty - Exclusion

The guarantee for hidden defects or functional defects does not include:

- normal wear and tear of the products supplied;
- damage caused by handling or storage of the product made by the Customer without observing the precautions and recommendations provided by CLA-UTEK;
- damage resulting from the imperfect assembly or installation of the product;
- damage resulting from incorrect, or not compliant with the instructions, installation and, for electrical components and machines, damages deriving from electrical connections not complying with or deriving from power surges,
- damages deriving from the use of the product in particular environmental, climatic, chemical or physical conditions (e.g. environments with high salinity or very humid, presence of corrosives atmospheres) not recalled by the Customer in the order or in the contract, or in any case not compatible with the characteristics of the materials and treatments indicated in the product description and in the contractual documentation.

8.5 Forfeiture of the guarantee

The warranty lapses when:

- a) the damage is due to inexperience or poor maintenance or improper use or not in compliance with the use sheet and / or the use and maintenance book of the product;
- b) the product is disassembled or otherwise tampered with or subjected to modifications and / or treatments by an unauthorized person.