

General Conditions of Sale

Applicable to all sales contracts entered into by our company

1. Introduction

1.1 W-tech S.r.l. is referred to as W-tech in the following text.

2. Commercial conditions

2.1 The company expressly does not accept application of the customer's commercial and contractual conditions.

2.2 These general conditions of sale apply to all commercial negotiations and legal proceedings involving W-tech S.r.l. as a supplier of goods and/or services.

2.3 All changes to these conditions are valid solely if set down in writing.

3. Offers / Completion of the supply contract

3.1 Offers presented shall be binding for W-tech solely for their period of validity.

3.2 The contract between seller and buyer is completely and legally effective only after W-tech has sent its order confirmation.

3.3 If the offer to supply and the order confirmation are prepared by W-tech S.r.l. based on information provided by the purchaser, or by others on the purchaser's behalf, the purchaser shall take responsibility for the accuracy of such information.

4. Limits on supply

4.1 The limits on the supply of materials and/or services are those clearly specified in the offer and in the subsequent supply contracts. Unless otherwise agreed between the parties, spare parts, equipments, lubricant and refrigerant are expressly excluded from the supply.

4.2 The dimensions, weights and other details indicated in the technical specifications or similar documentation are merely indicative. W-tech S.r.l. reserves a tolerance of 5% on stated yields and energy consumption.

5. Delivery

5.1 The delivery timescale agreed between the parties is essentially indicative and is not binding.

5.2 Goods are delivered ex-works (EXW), unless specified differently in the order confirmation.

5.3 The purchaser is responsible for transportation of the component and shall send a carrier to the location indicated in the order confirmation to collect it. If the purchaser requests W-tech S.r.l. to arrange transportation, W-tech shall not be held responsible, for any reason, if the product supplied does not arrive within the expected timescale.

5.4 W-tech S.r.l. reserves the right to make partial shipments.

5.5 The agreed delivery timescale commences from the moment in which W-tech

S.r.l. receives all the details needed to fulfil the order and, in all cases, not before the date of the order confirmation issued by W-tech S.r.l. and receipt of the agreed advance (deposit) or, if agreed, the bank or insurance guarantee.

5.6 If the purchaser does not collect the materials by the established delivery date, the purchaser shall in all cases be bound to pay the contracted amount by the established due dates, as if the materials had actually been delivered. Uncollected goods will be held by W-tech S.r.l. on behalf of the purchaser and at the latter's risk; in all cases, the purchaser shall pay the related expenses and such goods will be deemed for all purposes to have been delivered.

5.7 The purchaser is responsible at the time of delivery for checking that the product supplied is complete in accordance with the order confirmation. The purchaser shall inform W-tech about any non-conformities within ten days of delivery, or otherwise loses the right of objection.

6. Prices

6.1 Selling prices related to goods supplied ex works (EXW), as specified in article 5.2 excluding packaging, insurance, taxes of all kinds and V.A.T. (in accordance with Incoterms 2000).

6.2 If performance of the contract is directly affected by increases in the cost of labor and raw materials and/or increases in the cost of testing inspections and the related certification and/or exchange-rate fluctuations, W-tech shall be entitled to uplift the contract amount to the same extent, without applying any additional margin.

7. Payments

7.1 Payments shall be made in accordance with the contractual terms, without withholdings and/or offsets of any kind. Payments for special services and/or surcharges/cost increases shall be made as soon as all the related details are made known.

7.2 If the purchaser does not make payments on the agreed basis, all credits shall become due immediately.

7.3 If payments are delayed, W-tech shall also have the right to demand the payment of moratory interest.

7.4 All legal and court costs incurred for credit collection shall be recharged to the purchaser.

7.5 Until the customer has made payment and met all its contractual obligations, W-tech shall not in any way be required to meet its own obligations.

8. Reservation of title

8.1 W-tech reserves ownership rights over all materials that have been or must be delivered under the order received from the purchaser, until it has received payment for:

- all the goods that have been or must be delivered and for the services provided or to be provided under the terms of the contract;
- the receivables due following failure by the purchaser to comply with the contractual terms.

8.2 If the purchaser decides to allocate for a different purpose the materials referred to in point

1 above, or part of them, W-tech will still in all cases retain ownership until the purchaser has met all its contractual obligations.

8.3 If the purchaser does not meet its contractual obligations, as indicated in point 1 above, W-tech S.r.l. shall be entitled to collect the materials that it owns, or arrange for others to collect them, from the place in which they are located.

9. Insurance

9.1 If requested by W-tech S.r.l., the purchaser shall arrange to give a guarantee deposit or bank or insurance guarantee and, if necessary, use it to meet its contractual obligations. Until such time, W-tech shall have the right to defer meeting its own contractual obligations.

9.2 If the purchaser does not make the above arrangements within two weeks of the request, W-tech shall be entitled to rescind the contract.

10. Warranty

10.1 After the purchaser has made payment and met all its contractual obligations, as specified in the order confirmation and in these general conditions of sale, W-tech S.r.l. shall provide a warranty for the materials supplied. This warranty shall extend for twelve months from the date of start-up or for a maximum of fifteen months from the delivery date of the materials, unless specified otherwise in the order confirmation.

10.2 W-tech S.r.l. provides its warranty solely for products that may be defective, but not for the labor costs incurred for their replacement, which are responsibility of by the purchaser. If the purchaser is unable to perform the work, W-tech S.r.l. may be able to provide a technician upon written request. The fees will be calculated with reference to the ANIMA tables in force at the time of the request and will in all cases be borne by the purchaser or the requesting party.

10.3 All components covered by warranty are supplied ex works.

10.3.1 For materials supplied by third parties, the purchaser will be given the warranty provided by the manufacturer.

10.4 The products covered by warranty are specified in the related User Manuals or in the order confirmation.

10.5 As specified in this paragraph, W-tech S.r.l. warrants the repair or, if this is not possible in its opinion, the replacement of all materials that are defective due to design or processing defects or to poor quality raw materials, on the condition that a written claim is made within 15 days of the identification of such defects by the purchaser. After this deadline, it will not be possible to apply the warranty conditions covered by this paragraph. The purchaser must return the defective materials at its own expense (transport and insurance) to W-tech S.r.l., unless the latter decides to make the repair or replacement at the place of installation, in which case transportation and all the additional expenses, including travel, board and lodging, incurred by W-tech S.r.l. technicians shall be covered by the purchaser.

W-Tech S.r.l.

Sede legale: via Marconi 32 – 40122 Bologna (BO) Italia

Sede amministrativa: via Cartiera 90/A - 40037 Sasso Marconi (BO) Italia

T: +39 051 6783010 info@w-tech.it - www.w-tech.it

Reg. Imp. BO C/F - P.Iva/VAT: 03079111203 - Rea BO 490312 - Cap. Soc. 32.000 € i.v.



10.6 All losses deriving from improper use, inadequate maintenance, carelessness, normal wear, incorrect use by persons who are not skilled or expressly authorized by W-tech S.r.l., or from the addition of materials from other suppliers are expressly excluded from this warranty.

10.7 The warranty period for materials repaired or replaced under warranty expires on expiry of the original warranty period.

10.8 The warranty given by W-tech S.r.l. in relation to overhaul and repair orders only covers the precision of the work performed on the agreed basis.

10.9 All warranties lapse if supplies made by W-tech S.r.l. are tampered with by the purchaser, or by others on the latter's behalf, without prior written authorization from W-tech S.r.l. and/or if repairs or replacements are made using non-original W-tech S.r.l. parts.

10.10 The right to warranty work may only be exercised by the purchaser.

10.11 The warranty expressly excludes any indirect damage caused by using the equipment sold, such as loss of production, deterioration of goods etc. Furthermore, the warranty expressly excludes components subject to wear, such as filters and mechanical seals. The warranty also excludes any leaking of refrigerant, lubricant or glycol.

11. Responsibility

11.1 W-tech S.r.l. may never be held responsible for commercial and/or indirect losses.

11.2 W-tech S.r.l. may never be held responsible for losses deriving from the leakage of refrigerant or secondary fluids from the installation.

11.3 W-tech S.r.l. may never be held responsible for breaching the patents or commercial licenses of others following the use of information received from the purchaser, or from others on behalf of the latter, in order to fulfill the order.

11.4 The purchaser must release W-tech S.r.l. from any direct or indirect compensation claims from third parties for costs, losses and interest deriving from circumstances, deeds or negligence for which, given the above, W-tech is not in any way responsible.

12. Force majeure

12.1 W-tech S.r.l. is not responsible for losses or damage suffered by the purchaser due to deferral of the agreed delivery timescale, if such delay is due to circumstances not attributable to W-tech S.r.l., such as by incomplete way of examples: strikes, redundancies, fire, war or threat of war, hurricanes or floods, epidemics, riots, disorders or civil war, damage during

transportation, bankruptcy of sub-suppliers. If a force majeure event occurs, the delivery timescale shall be extended by the duration of such event.

Any deposit made by the purchaser to guarantee payment, or by others on its behalf, must also be extended by the same length of time.

13. Termination of contract

13.1 If, due to one of the force majeure events specified in article 12, one of the parties finds that it is unable to meet its contractual obligations, such party must immediately inform the other about the circumstances, showing that the force majeure event exists and that it is impossible to foresee an end date.

After six months have elapsed from demonstration of the inability to work due to a force majeure event, either party may decide to terminate the contract without making recourse, in whole or in part, to legal or court action.

In the event of contract termination caused by the inability of one of the parties to work due to force majeure, the costs incurred up to that time shall be divided equally between the contracting parties. Both parties expressly waive any claims for compensation for the losses incurred.

13.2 If the purchaser does not meet its contractual obligations, or does not meet them in an appropriate and timely manner, despite the absence of one of the force majeure events specified in article 12 and expressly as a result of bankruptcy, payment moratoriums, seizure, transfer or liquidation of assets, W-tech S.r.l. may decide to terminate the contract or defer its fulfilment, without any obligation to provide compensation and without this prejudicing in any way all its other rights under the terms of the contract.

13.3 The purchaser may unilaterally withdraw from the contract within fifteen days of the order confirmation. In the event of withdrawal after that date, to be communicated by registered letter with proof of receipt, the purchaser must pay an amount corresponding to the commercial value of the component produced at the date of withdrawal. This possibility does not apply to the supply of spare parts.

13.4 Any amounts paid by way of deposit will not be returned.

14. Jurisdiction

14.1 It is expressly agreed that all disputes shall be subject to the laws of Italy.

14.2 All disputes shall be subject to the exclusive jurisdiction of the Bologna Judicial Authorities, unless W-tech S.r.l. elects to nominate the Judicial Authority competent for the place of residence or formation of the purchaser's company.

14.3 As an exception to the above, the parties may decide to refer the dispute to an Arbitration Panel, appointed under the arbitration rules of the Italian Engineering Industry, which will decide in accordance with those rules.

15. Processing of data

15.1 W-tech S.r.l. authorizes the processing of its personal data pursuant to Law 675/96 for purposes relating solely to the asset to be sold.

16. Other

16.1 For all matters not expressly envisaged in these conditions of sale, the parties shall make express reference to the provisions of the Italian Civil Code and related current legislation.

W-Tech S.r.l.

Sede legale: via Marconi 32 – 40122 Bologna (BO) Italia

Sede amministrativa: via Cartiera 90/A - 40037 Sasso Marconi (BO) Italia

T: +39 051 6783010 info@w-tech.it - www.w-tech.it

Reg. Imp. BO C/F - P.Iva/VAT: 03079111203 - Rea BO 490312 - Cap. Soc. 32.000 € i.v.

