

GENERAL CONDITIONS OF SALE

1- Definitions

1.1 We define the meaning of the following words, referring to these General Sales Conditions (Sales Conditions):

- "Tomasetto": Tomasetto Achille S.p.A.;
- "Customer": the subject that buys the Products of Tomasetto;
- "Products": articles manufactured, assembled and/or sold by Tomasetto;
- "Order": any purchasing proposal sent by the Customer to Tomasetto;
- "Trademarks": all the trademarks owned by Tomasetto;

2- Aims and Purposes

2.1 These Sales Conditions are applied to all the sales of Products by Tomasetto. In case these Sales Conditions are different from the written conditions agreed with the Customer in one single delivery, these specific conditions will be prevalent. Tomasetto will not be subjected to any general purchasing conditions (GPC) sent by the Customer, even if mentioned or enclosed in purchasing orders or any other document from the customer, without the previous explicit written acceptance by Tomasetto.

3- Orders and Sales

3.1 Customer will have to send to Tomasetto by fax or mail specific orders containing products codes and descriptions, required quantities and delivery terms.

4- Prices of the Products

4.1 Prices of the Products will be the ones indicated in the current Tomasetto Price List, or in case the product is not present in the price list or price list is not available, the ones indicated in the written order confirmation by Tomasetto. When not differently agreed, prices will be calculated ex-works, without VAT and discounts.

4.2 Tomasetto will maintain the property of the Products until the moment the Customer will completely have paid these products. Customer must take all the actions required by local laws with the purpose to maintain valid and executable this clause.

5- Delivery Terms

5.1 If not differently written agreed, Tomasetto will deliver the Products ex-works from its plants. In case delivery terms is not ex-works Tomasetto plants, Products will be sent by courier and will travel at customer's risk: it is agreed that Products are delivered in the moment they are given to transport agent and, in case there are not different written agreements, transport costs will be paid by Customer; even if price includes transport costs, the transportation will be considered at Customer's risk.

5.2 Delivery dates are indicative and not essential, as per art. 1457 of Italian "Codice Civile" law, and they are not including the transportation times.

6- Payments

6.1 Payments shall be done within the terms indicated in the pro-forma invoice and in the invoice.

6.2 In case of delayed payment, Tomasetto will have the right to be paid for interests, as foreseen by Italian Law "Decreto Legislativo n. 231/02", and for the expenses due for credit recovery.

6.3 In case the payment is not done, even partially, Tomasetto will have the right to stop the delivery of the Products until the payment is completely done, and the Customer will not have the right to ask for any damage.

6.4 Customer will not have any right for any reason to suspend or delay the payment of the price, unless the exceptions of nullity or rescission of the contract.

6.5. Tomasetto will have the right to suspend the fulfilment of the obligations coming from the Sale of the Products, according to art. 1461 of Italian Law "Codice Civile", in case the patrimonial and financial conditions of the Customer change in such a way to put in serious danger the possibility of the Payment, without proper warranty.

7- Test obligations by the Customer – Terms for claims – Warranty

7.1 Customer must follow all the prescriptions indicated in the manuals of the Products; in particular, for LPG multivalves, Customer must check or must make its customers check the correct working of 80% device after the installation of the multivalve into the tank.

7.2 Any difference of the Products delivered to the Customer with respect to the type and quantity indicated in the pro-forma invoice shall be communicated in writing to Tomasetto within 8 days from the delivery date. In case a claim is done after this term, Products will be considered in any case in conformity with Customer's order.

7.3 Without any different written agreement between Tomasetto and Customer, Tomasetto guarantees that Products are free from productive defects for a period of 24 months from their production date.

7.4 In any case, warranty will not cover defects caused by:

- damages during transport;
- not proper or wrong use;
- degradation by normal use;
- non-compliance with Tomasetto instructions related to functioning, maintaining and storing of the Products;
- repairs or modifications made by the Customer or by others without previous written authorization by Tomasetto;
- the concept of the system or product in which the Products are incorporated.

7.5 If Customer claim is covered by warranty and notified within the terms indicated in this article, Tomasetto, at his discretion, will replace or repair each product or its parts. The defective products shall be sent to Tomasetto free of charge, not tampered or uncompleted, accompanied by a document indicating the defect and date of installation: Tomasetto can take the transport expenses only if the claimed defects are present and Tomasetto is responsible for them. In any case, it is excluded regress right against Tomasetto as foreseen by art. 131, first comma, Italian law D.Lgs. 206/05.

7.6 Tomasetto guarantees the conformity of the Products to European laws and regulations: any other conformity is given if not specifically requested by the customer and agreed in writing.

7.7 Customer shall take care at his expenses and responsibility of all custom, fiscal and administrative obligations necessary for the introduction of the Products in final destination place.

8- Intellectual and Industrial Property Rights.

8.1 With the purchase of the Products, customer do not acquire any right on trademarks and/or patents used by Tomasetto for manufacturing and trading of the Products.

8.2 Without a written authorization by Tomasetto, any reproduction of the trademarks used by Tomasetto is forbidden.

8.3 Customer binds himself not to use and/or disclose to third parties any confidential information about the activity and the Products of Tomasetto, obtained during commercial relation with Tomasetto.

9- Legal domicile, applicable law, exclusive place of jurisdiction

9.1 Tomasetto has its registered address at his main headquarter.

9.2 About the points not included in this General Conditions of Sale, the relation between Tomasetto and Customer will be regulated and submitted to Italian Law, with the exclusion of Wien Agreement of 1980.

9.3 Vicenza Court will be exclusively competent for any controversy related to contractual and extra-contractual controversies between Tomasetto and Customer. Tomasetto reserves to itself the right to promote possible legal action against Customer also at the Court where Customer has its registered address.

9.4 Invalidity or ineffectiveness of some of the clauses of these General Conditions of Sale will not affect the validity and the effectiveness of other clauses.

Castegnaro (VI), Italy, 01/11/2011