

## GENERAL SALES CONDITIONS OF WITTUR S.P.A.

### DEFINITIONS:

**“Contractor”** company Wittur S.p.A. **“Purchaser”** contractor counterpart

**“Order”** written authorization of the purchaser to the contractor to proceed with the supply of the goods as agreed between the parties.

**“Order confirmation”** document issued by the Contractor according to the last technical and commercial definition related to the supply.

1. All the drawings and technical documents related to the product or to its manufacturing, as well as the commercial documentation transmitted by the Contractor to the Purchaser, will however remain the exclusive property of the Contractor. Drawings and documents cannot be used, without previous written Contractor authorization, for any other purpose different from the one they have been distributed for: for this reason any misappropriation, duplicating, reproduction, and transmission to third parties is prohibited.

2. The order confirmation and its enclosures, including this document, sent by the Contractor, is considered approved and accepted by the Purchaser unless relative complaints and/or corrections are received within 3 working days from their sending; furthermore the purchaser is fully responsible for the correctness of the name, address and fiscal codes of the invoice registered holder; reference can be made to Art. n. 6 par. 8 of the Legislative Decree. n.: 471 dated 18/12/1997.

3. Should the purchaser cancel the order, after its production has started, the contractor reserves the right to evaluate and if necessary, to eventually charge the related incurred costs, up to the cancellation, according to the progress of the manufacturing and to the purchase of standard and special materials, for the purpose.

Should the purchaser suspend the order during its manufacturing, without requiring any modification on it, the contractor reserves the right to stop the production and to ask for an amount equal to 1,5% per month of the value of the goods to cover the expenses for the goods storage. On the other hand if the order suspension foresees some modifications on it, the contractor reserves the right to verify the order status and, if necessary, to charge in addition to the agreed costs related to the modification itself, and the above mentioned monthly 1,5%, also the costs incurred for the production up to the suspension, according to the progress of the manufacturing and to the purchase of standard and special materials, for the purpose. Furthermore the Contractor reserves the right to update the prices according to the costs increases and the new price lists in force at the moment of the manufacturing re- start of that order. In case of order modification, either if the suspension is necessary or not, the contractor reserves the right to invoice, in addition to the modification costs, 1% of the total value of the goods to cover the handling costs of the modification itself.

4. Should the purchaser require a delay to the agreed delivery terms, the Contractor reserves the right to update the prices according to the costs increases and the new price lists in force at the moment of the effective delivery. The missing collection of the goods within 30 days from the notification of “ready goods” shall imply the application of an additional cost for storage of 1,5% per month on the goods value.

5. The amount due for the supply indicated on the order, will be paid by the Purchaser to the Contractor, according to the payment terms agreed between the parties and confirmed also on the order confirmation. Payments, unless otherwise stated on a previous written agreement, must be made exclusively either through Bank or at Contractor’s offices; agents or third parties receipts will not be accepted. Should the payments not be made at the agreed dates, the purchaser shall acknowledge the Contractor an interest on arrears of 7 points above European Central Bank stated rate. Cheque or bill protests, as well as the missing payment of a due invoice or instalment, authorize the contractor to suspend the deliveries.

6. Delivery of the goods is always meant as ex contractor factory, unless different indications are expressly shown on the order confirmation, on the basis of which the contractor, upon purchaser request, undertakes the commitment to deliver the goods to destination.



7. The signature of the delivery note implies full acceptance of the goods. Any complaints regarding the condition of the packing and consequently of the goods, should be notified to the forwarding agent and recorded on every copy of the delivery note; furthermore the notice should be sent, through written communication, to the contractor. Any claims or disputes regarding the quality of the received goods, which the forwarding agent cannot be held responsible for, should be communicated in writing to the Contractor within 3 working days from goods receipt.

8. The contractor guarantees the sold equipment for 12 months from the date of lift installation and in any case for no longer than 18 months from the delivery date. For spare parts, the warranty is 12 months from the delivery date. For any commercial components the warranty terms are fixed by the original producer; the warranty does not include goods of normal wear.

The warranty does not cover damages or defects caused by an incorrect assembling and installation of the lift, carelessness during use or missing due maintenance, modifications or unduly arbitrary actions made by the maintenance company or the final user. Should the purchaser not be aligned with the payments, the Contractor, according to the pending amounts, has the right to decide not to undertake any corrective actions, even if due, and within the warranty period.

Claims notifications or repairs/replacement requests of the sold goods, within or over the warranty period, have to be sent to the contractor indicating all the useful information to identify the goods and the found defects. The contractor shall then provide the instructions about how to return the goods; neither returned goods nor returned packing will be accepted if not previously authorized.

The products for which the return is authorized, should be sent back on purchaser's charge. In any case, eventual defects or dimension mistakes of the sold goods, if still under warranty, exclusively imply the repair's duty, or at the discretion of the contractor, the replacement of the defected/wrong material. In case the contractor anticipates some material under warranty, before the purchaser has sent back the "defected" material, the purchaser should proceed to send back the material within and no more than 60 days, from the date in which authorization is given to send it back. Otherwise the anticipated goods from the contractor will be invoiced. Claim for damages of any value or type will not be accepted in any circumstances. Material supplied under warranty is always meant ex- contractor factory.

9. Technical interventions on site are included in the warranty only if related to defects due to wrong installation project, production or assembling from the contractor, and if the defected parts cannot be replaced directly by Purchaser's technicians with the help of the Instruction and Maintenance book, which is normally delivered with the goods.

10. The maintenance of the agreed delivery term is always subject to the following conditions: receipt of a written order, maintenance of the payment terms indicated on the order confirmation, receipt of all the technical specifications necessary for the eventual technical elaboration and production of the order. The agreed delivery times may not be considered mandatory. An eventual delivery delay may not give rise, on the part of the Purchaser, to any claim for damages, except in the case of a specific written agreement previously accepted by the contractor. The eventual suspension of the production due to causes of force majeure or to fortuitous and extraordinary events not depending from contractor's will (such as, for example, natural calamities, breakdown in production plants, accidents, strikes...), can modify the agreed delivery terms, without giving to the purchaser the right to cancel the order or to claim for any damages.

11. For any dispute that may arise regarding the application execution or interpretation of the present document, the parties agree that the Court of Parma shall have exclusive authority. For everything not expressly established herein the contract will be governed by the laws pertaining to sales set forth in the Italian Civil Code.