

## GENERAL SALES CONDITIONS

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1. The following General Sales Conditions shall be valid for every offer, order and delivery done by Nexoil Srl to its clients.

For those reasons, those General Terms shall be considered a part of the Contract for any offer, order and service, proposal, consultancy and advice, unless otherwise agreed between the Parties.

The General Conditions are sent to the Purchaser and available on our website [www.nexoil.it](http://www.nexoil.it).

**2. IRREVOCABILITY OF THE ORDER:** Any order sent via e-mail, fax or phone call, shall be considered valid only upon Order Confirmation (OC) by Nexoil Srl. This Confirmation represents the final and binding Contract and it is not to be considered a proposal. For the above mentioned reasons, even if a request for cancelling the order is sent, such request shall be rejected and the balance of the Order shall be paid entirely. As an alternative, the Parties shall agree to pay for a percentage of the order, according to the status of the Order itself. The minimum invoice amount for any Order placed at Nexoil Srl is 150,00 Euros.

#### Nexoil s.r.l.

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Sede Legale ed amministrativa: Via per Fagnano, 27 - 21052 Busto Arsizio (VA) - Tel. +39 0331 636390 - Fax +39 0331 635860

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**3. INDUSTRIAL PROPERTY AND CONFIDENTIALITY:** Any documents, drawings, datas and information (both electronically and on paper) provided to the Purchasers are solely owned by Nexoil Srl. Therefore, the Purchaser shall not reproduce nor publish them to third Parties. The Purchaser is held responsible for its staff in order to grant the property and confidentiality for such documents, drawings, datas and info.

**4. RISKS:** Delivery is to be considered as FCA Rosta-10090 Torino. The Purchaser is held responsible during the transportation of the goods. It is the Purchaser's duty to check the conditions of the goods before collection. In case the goods appear to be in bad conditions, the Purchaser has the right to inform the Courier and take action against it. Nexoil Srl shall not be held responsible for any damage or claims related to the transportation of the goods.

**5. DELIVERY TERMS AND DELAYS:** The delivery date is merely indicative, any delays due to reasons beyond the control of Nexoil Srl do not imply the automatic partial or entire cancellation of the Contract, nor the compensation for any damage. Unless otherwise agreed, the price indicated on the OC does not include any packing costs and expenses for standard packaging. Any special packaging may be agreed and carried out at the expense of the Purchasing Party.

**6. PAYMENT TERMS:** It is mandatory to process the payments on the due date indicated on the OC. In case the Purchaser fails to meet this obligation, Nexoil Srl has the right to:

- momentarily interrupt any pending deliveries until the balance of the due payments will be paid by the Purchaser.
- call off the Order, according to the Art. 1456 of the Italian Civil Code, by written communication with immediate effect.

In case the Purchaser fails to process the payment on the due date, according to the Italian Law (Legislative Decree No 231/2002), an interest rate shall be fined in addition to the balance of the order, unless otherwise agreed with Nexoil Srl, which might nevertheless request the refund for the trouble experienced.

**7. CLAIMS:** Any claims or charge regarding any imperfections of the goods shall be notified within eight days upon receipt of the above mentioned goods in written forms to the Commercial Manager and Quality Staff of Nexoil Srl. The claim shall be accepted only if Nexoil Srl has issued a procedure to close the claim by checking it at first and by restoring it eventually, upon previous agreement with the Purchaser. The procedure shall involve the Technical Staff of Nexoil Srl. Without the involvement of the Technical Staff of Nexoil Srl any claims shall be rejected. In case of any hidden flaws, the claim must be issued within the warranty period, otherwise it shall be considered invalid.

**8. RETURN POLICY:** Any returned goods must be authorized by the Commercial Department of Nexoil Srl in Rosta (TO). Any returned goods shall undergo the judgment of Nexoil Srl and the following requirements must be satisfied: Goods delivered to the Purchaser within 2 months being flawless and tamper-proof, goods that are currently not out of production, delivery has to be defined between the Parts. Any returned goods sent with no prior authorization shall be rejected and shall be sent back, charging the Purchaser for any transport

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costs. Any goods undergoing reparation without warranty shall be sent back DAP Nexoil Srl-Rosta Plant (Incoterms 2010) with the instructions related to the issues and the flaws as reported by the Purchaser.

**9. FOREGIN TRADE:** Sales of any goods and service are valid only if they conform to the National and International Rules and Regulations for Foreign Trade. Nexoil Srl has the right to check whether the nation of the Purchaser is undergoing any trade sanction or embargo. The Purchaser shall provide any required documents needed to export and to transfer the property of the goods to Third Parties. Any delays regarding deliveries due to export controls caused by authorization of export procedures shall make the previous due date invalid. Any specifications regarding the packaging and the materials of the same, shall be considered during the offer phase.

**10. WARRANTY:** The warranty offered by Nexoil Srl covers solely flaws caused by the Company itself by using improper materials or design errors. The warranty does not cover any damage caused by improper technical features processed upon the Purchaser requests, nor flaws caused by the normal use of the product, nor problems related to the malfunctioning due to improper assembly or improper changes done to the system by the Purchaser or Third Parties. Any changes done without prior notification and written agreement with Nexoil Srl shall fall out of the warranty terms. The warranty terms considered valid shall be the ones enforced during delivery, in case of further updates regarding the warranty terms after delivery, those terms shall be considered invalid. The warranty covers a period of 12 months of proper use of the Product. The warranty shall not be considered valid, if the Purchaser has not abided by the previously agreed conditions in terms of prices. The warranty replaces any legal warranty in terms of conformity and flaws and leaves out any other possible responsibility of Nexoil Srl originated by its Products. Any claims regarding a previously delivered order shall not affect any pending orders. Any Products replaced by Nexoil Srl shall belong to the Company itself.

**11. COMPENSATION:** Nexoil Srl compensation responsibility shall not exceed the value of the Product, might it be related to the execution of an Order, to the warranty terms or to an illicit fact or to the objective responsibility. In any case, Nexoil Srl shall not be considered responsible for losses, unprofitable business, or damage caused to the machineries of the Purchaser or Third Parties on which the Product was assembled. No compensation is provided in case of claims regarding indirect or consequential damage of the Purchaser and/or Third Parties.

**12. TERMINATION CLAUSE:** Nexoil Srl has the right to cancel at any time the delivery of a pending order after previous written communication sent to the Purchaser, according to the Italian Civil Code Art. 1456 in case of non-fulfillment of the required obligations as per Art. 3 (Industrial Property and Confidentiality) and Art. 6 (Payment Terms).

**13. CHANGES OF THE FINANCIAL STATUS OF THE PURCHASER:** Nexoil Srl has the right to call off any pending Orders, according to the Italian Civil Code Art. 1461, in case of financial breakdowns, mortgage, pledge, bankruptcy agreement or composition with creditors, unless otherwise agreed.

**14. VENUE:** Any disputes or lawsuits regarding goods sold by Nexoil S.r.l. shall be resolved under the venue of the Court of place of Nexoil S.r.l. registered address. Notwithstanding, Nexoil S.r.l. shall have the right to sue the Purchaser before the court of the place of its registered address.

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Place, date

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(The Purchaser)

According to the Art. 1341 and 1342 of the Italian Civil Code, the Purchaser declares to expressly approve conditions 6, 7, 8, 10 and 14 of General Sales Conditions above listed.

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(The Purchaser)

Signature and stamp

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