

## **SALES CONDITIONS**

### **Of the company Ilsa S.p.A., herewithin defined as "Ilsa" and/or "our company".**

#### **1) GENERAL CONDITIONS**

- The following general conditions apply to all the contracts concluded following the orders accepted by Ilsa. Any other term will not be binding in any way unless approved by Ilsa in writing. Only written and duly signed orders will be taken into consideration.
- The conditions contained in the order confirmation and in these conditions reflect the parties' rights and obligations and, where applicable, replace any previous verbal or written proposal or communication regarding the order confirmation and these conditions.
- If any difference is found between the (original) text of these conditions, and its translation into another language, the Italian version will prevail.
- Should one or more of the clauses contained in these conditions be voided, the remaining ones will remain in full effect. In this case, the voided clauses must be replaced by others with legal meaning corresponding as much as possible to the parties' intentions and commercial scope.

#### **2) ORDERS**

- Every Client's order will be solely bound to these General Sales Conditions.
- Every order is subject to availability & price changes. Ilsa reserves the right to accept, in all or in part, Client's orders based upon these general conditions and to the availability of the required products.
- Orders will only be accepted upon receipt of written confirmation and cannot be cancelled after Ilsa confirmation.

#### **3) DELIVERY**

- The delivery dates are not binding.
- The delivery will be carried out through consignment to the haulier indicated by Ilsa if so provided for in the order confirmation or, in the absence of this indication in the order confirmation, following Ilsa's communication that the products are ready for being picked up from our office.
- All risks and responsibilities are transferred to the purchaser upon delivery.

#### **4) FORCE MAJEURE**

- The delivery date can be deferred as specified in chapter 3 by a period equivalent to the time Ilsa is unable to fulfill obligations beyond Ilsa control.
- Reasons of force majeure that prevent the obligations taken on in this contract will be taken into consideration. These may include wars, war hazards, fire, flood damage, flooding, strikes, blockades, interruptions, import and export restrictions, government intervention, power cuts, late deliveries or lack of essential raw materials and/or auxiliary material, breakdowns, related to our company or third parties from whom we obtain all or part of the necessary materials or the raw materials, including during storage or transport, whether this is under our control or otherwise, and any other event for which Ilsa cannot be held responsible.

#### **5) PRICES**

- The products are sold by Ilsa to the Customer referring to the price list in use at the time of delivery. The Client will accept, without reservation any changes to the price list occurred between order and delivery. Every new Ilsa price list supersedes all previous ones.

#### **6) INSTRUCTIONS AND ASSEMBLY**

- The material is supplied disassembled. Any assemblage costs will be at the expense of the purchaser and are therefore not included in the list price. The purchaser must follow the instructions provided by Ilsa in order to assemble the products correctly. Ilsa will not be held responsible for any malfunction or damage deriving from incorrect product assemblage.
- Ready assembled products can be purchased at extra cost.

#### **7) TERMS OF PAYMENT - NON-PAYMENT AND RIGHTS SUSPENSION**

- All Payments must be made exclusively to Ilsa as specified in the terms of the invoice.
- INTEREST CHARGES: In case of delayed payment, the Client agrees to pay the Seller interests as specified in D. lgs. 231/2002, without further notice.
- Should the purchaser not pay for products or services supplied by our company within the agreed time, the same, without prejudicing its right to request the payment of the price and compensation for damage, will reserve to:  
(1) Immediately suspend the delivery of products referred to other accepted orders until all overdue bills have been settled;  
(2) Cancel, 15 days after the payment was due, any contracts related both to products that have not yet been delivered and to products that have already been delivered but not paid for.

#### **8) GOODS COLLECTION**

- The Client agrees to collect the goods as soon as these are ready. Ilsa reserves the right – in addition to the full payment – to claim storage expenses and will refuse any compensation for damage related to uncollected or late collected goods, both in Ilsa's stock and forwarding agent's stock as well as carrier's stock (or others).

#### **9) PROPERTY RESERVE**

- Products will remain property of Ilsa until fully paid for.

#### **10) GUARANTEE**

- The warranty period starts from date of invoice and covers all components for 24 months.
- The warranty does not cover parts damaged during transport, bad or incorrect installation or maintenance, inadequate electric, hydraulic and gas supply system, steam, insufficient flues and discharge systems, poor fuel quality, careless or unskilled use, tampering or any other causes beyond the manufacturer's control.
- Ilsa will replace parts that are defective from the start and these must be returned to our plant, accompanied by a regular return bill reporting invoice and appliance serial number to which the component belongs. No labour or additional expenses are covered under the warranty terms.

#### **11) COMPLAINTS**

- Notification of missing parts or visual defects must be highlighted in writing on the delivery note as soon as the goods have been received.
- Any other flaws discovered after delivery must be notified to Ilsa by means of recorded delivery letter within 8 days stating the nature of the damage / fault.
- Failure to do so will void any warranty covering flaws and quality assurance on the goods.
- All faulty goods must be retained by the client for Ilsa to inspect in the exact way they've been dispatched and mustn't be used by the Client. Failure to do so will also void any warranty.
- No goods can be returned without Ilsa written consent. Furthermore any payment or part payment on the rest of the goods delivered and any other payments due at the time of the claim must still be settled.

#### **12) APPLICABLE LAW - COURT**

- Italian law will govern contracts concluded upon acceptance of the orders and any dispute will be settled the Treviso court of Justice.