

TERMS OF SALE

Rev. 00 of January 7th, 2020

IF NOT OFFICIALLY AGREED IN WRITTEN FORM, THE FOLLOWING TERMS OF SALE RULE ALL OUR CONTRACTS, EXCLUDING ANY OTHER TERMS AND CONDITIONS.

1. FIELD OF APPLICATION

- 1.1 The Terms of Sale are integral part of offers, order confirmations, documents of transport and invoices made by Vuoto Service srl (from now on "Supplier") for its Customer.
- 1.2 The Terms of Sale cannot be modified by the Customer.
- 1.3 Every time the Supplier sends any kind of document to its Customer, the Customer must remember that everything is ruled by the Terms of Sale.
- 1.4 Terms and Conditions of the Customer cannot modify the Terms of Sale of the Supplier. The Supplier considers valid only its Terms of Sale and nothing more.
- 1.5 For any kind of problem not mentioned in the Terms of Sale, the Supplier decides how to proceed every time.

2. OFFERS

- 2.1 The Supplier will make offers for its Customer, specifying the goods offered, the costs, the time of delivery and the payment terms.
- 2.2 The validity of an offer is 10 (ten) calendar days. After this period, an offer loses its validity.
- 2.3 The Customer must accept an offer only using an official written order.
- 2.4 In case of offers for revision, repair, ordinary maintenance of vacuum pumps and/or vacuum systems and/or vacuum units, the Supplier stocks for free in its factory the goods of the Customer for a maximum period of 60 (sixty) calendar days from the date of the offer. If the Customer does not accept the offer, after this free-storage-period, the Supplier will send the goods back to the Customer using the forwarder of the Customer. In case the Customer refuses to pick its goods up, the Supplier will automatically proceed with the scrapping of the goods of the Customer.
- 2.5 Prices written in offers are Ex-Works, with no package included and without taxes (they must be added as an extra to the written prices), unless Supplier and Customer agree differently in written form.

3. ORDERS AND SHIPMENTS

- 3.1 As soon as the Customer sends its official order, the Supplier will make the order confirmation. Only what is written in the order confirmation of the Supplier is valid, even if the official order sent by the Customer has different information or conditions.
- 3.2 The Customer cannot make discounts by itself. The Customer cannot change delivery terms by itself. The Customer cannot change payment terms by itself. Everything different from the original offer must be agreed in written form by the Supplier and the Customer and must be accepted in the order confirmation of the Supplier. If not, changes have no validity.
- 3.3 If the Customer does not point anything out after 3 (three) calendar days from the date of the order confirmation, the Supplier will consider the order confirmation accepted by the Customer. After this period of acceptance, the Customer cannot cancel the order anymore.
- 3.4 Terms of delivery may change for causes attributable to third parties and major force, not strictly related to the Supplier. The Supplier will extend the terms of delivery in these cases. In case the delay of delivery is related to Customer, the Supplier will extend the terms of delivery and the Supplier can also ask for a money refund as consequence of this delay. Terms of delivery are given in good faith, but

they are not binding and fundamental.

- 3.5 Regarding terms of delivery written in the order confirmations for revision, repair, ordinary maintenance of vacuum pumps and/or vacuum systems and/or vacuum units, according to the conditions in the point 3.4, the Supplier may delay the delivery in case of problems and/or anomalies during the final tests. The Supplier will proceed with more tests and delivery will be extended accordingly.
- 3.6 If the Customer asks for a modification on the products, after that the order has been sent already, even if the modification does not imply a variation of price, the terms of delivery will be extended automatically in order to give the Supplier the time needed to satisfy the request of the Customer.
- 3.7 If the Customer has to send the Supplier some parts or material to be used for the work in progress, in case of delays in sending those parts and/or material (from Customer to Supplier), the delivery terms will be extended accordingly.
- 3.8 In case of delay in delivery terms for a fault of the Customer, if the price list has changed in the meanwhile (from the date of order to the date of delivery), the new costs will be charged to the Customer.
- 3.9 The Supplier can unilaterally modify the previously agreed prices with the Customer if, while supplying, the prices of the raw material and/or workmanship and/or anything else change, increasing the production cost (equal to or greater than 10%).
- 3.10 The Supplier can modify its products in order to improve them or to respect the regulations. The Customer accepts that the goods may be different from the ones offered and from the ones in the order confirmation. The Customer will not complain in case this happens. All the information contained in advertisements, promotions, brochures, spoken agreements and so on are indicative and they are not binding for the Supplier.
- 3.11 Goods are ready to be sent only when the warehouse of the Supplier approves it. If not, goods are not ready for the delivery. The Customer must wait for the approval of the Supplier regarding the delivery.
- 3.12 All the transports must be paid by the Customer.
- 3.13 The Supplier is not responsible in case of damages of the goods during transports. The Customer cannot claim against the Supplier for it, the Customer cannot complain with the Supplier about it, the Customer cannot make invoices addressed to the Supplier in order to obtain a compensation, the Customer cannot stop payments due to the Supplier. No actions must be done against the Supplier.
- 3.14 When the Customer receives the goods, it must immediately check their conditions and that they are correct. All the reports of the Customer will be taken charge by the Supplier only if they are reported within 5 (five) calendar days from the date of the document of transport of the Supplier. After this time, the Supplier considers the goods accepted by the Customer.

4. PAYMENTS

- 4.1 When the goods are ready for the transport and the document of transport is done, the administrative office of the Supplier will proceed with the invoice of the goods in the same month in which they are prepared and ready to be sent, even if the Customer will pick the goods up the following month. Requests to postpone the invoice will not be accepted. When the goods are ready, the invoice will be

prepared.

4.2 Every Customer must pay in advance for any kind of purchase. Until the payment is done, the Supplier will not give the approval to send the goods to the Customer. Only the Supplier may modify those terms.

4.3 If the Supplier allows the Customer to have different payment terms, if the Customer will not respect the agreed terms, there will be no more possibility to have different payment terms. Until the payment is done, the Supplier will not manage any order received by its Customer, the Supplier will not prepare the goods ordered and the Supplier will not send them to the Customer.

4.4 If the Customer will not respect the agreed payment terms, the Supplier will stop any kind of service and activity for the Customer, even if there is urgency, even if there are previous contracts signed by Supplier and Customer, even if there is need of the services of the Supplier. If the Customer will not respect the agreed payment terms, everything will be stopped by the Supplier until the payments become regular.

4.5 The minimum order for a supply is Euro 150.00 + taxes. For amounts below Euro 150.00 + taxes, the Customer must pay in advance.

4.6 If the Customer will not respect the agreed payment terms, it has to return back to the Supplier all the goods.

5. TECHNICAL INTERVENTIONS

5.1 Every Customer can make a request for a technical intervention of the Supplier, directly in its plant. After having received the request of the Customer, the Supplier will prepare the offer for the technical intervention. The Customer must accept the offer in the written form. If the Customer does not accept the offer, the Supplier will not make any technical intervention.

5.2 When a technical intervention is done, the technicians of the Supplier will fill in the work order. The supplier will calculate the final costs of the technical intervention using the work order, the document of transport and the offer. The Customer must sign the work order for acceptance and to confirm the intervention done. Only the technicians of the Supplier must fill in the work order.

5.3 Only the technicians of the Supplier must decide if a technical intervention can be done or not for safety reasons and/or for technical reasons. If the Customer does not provide good conditions and healthy work environment to the technicians of the Supplier, the Supplier will not go on with the technical intervention. The Supplier will make the invoice for the Customer, even if the technical intervention has not been done. The Supplier is not responsible for wrong requests of the Customer, for lack of safety and/or for technical problems at the plant of the Customer or for any kind of problem attributable to the Customer.

5.4 If a Customer asks for a replacement good, the Supplier will provide it only if available in stock and only if the Customer accepts with a written order the costs to rent the requested replacement good. In case the Customer asks for a replacement good, the Customer will provide the Supplier all the information needed to find the correct and right replacement good. The Supplier is not responsible in case the Customer makes some mistakes in providing information.

5.5 No technical intervention is made for free, unless it has been differently agreed in written form between Supplier and Customer.

6. MAINTENANCE CONTRACTS

6.1 The maintenance contracts have validity only in the period written in the contract. The maintenance contracts must be approved by the Customer with an official written order.

6.2 All the conditions written in the chapter 5 (technical interventions) and chapter 4 (payments) must be applied also for the maintenance contracts.

7. LOAN, RENTAL, EVALUATION PERIOD

7.1 The Supplier can provide the Customer replacement goods in the following ways: loan, rental, evaluation period.

7.2 In the loan way the Supplier provides the Customer a replacement good for free. Only the Supplier can decide to provide a replacement good for free. In case of loan, the Customer must give back the Supplier the replacement good within 7 (seven) calendar days from the date of the document of transport in which the Supplier sends back to Customer the repaired good or within the written agreed date. If the Customer does not respect the terms, the Supplier will charge an amount of Euro 50.00 + taxes per day for every day of delay starting from the eighth day included until the Customer sends back the replacement good. The same conditions are applied in case the Customer does not reply to an offer of revision/repair/ordinary maintenance within 15 (fifteen) calendar days from the date of the offer.

7.3 Rental is a paying loan. Before starting the rental, the Customer must send the Supplier an official written order to accept the rental conditions and the rental price. At the end of the rental period, the Supplier will make the invoice for the Customer.

7.4 The evaluation period is a loan for free to test and evaluate the requested good. The evaluation period only lasts 30 (thirty) calendar days from the date of the document of transport which starts the evaluation period. At the end of the evaluation period, if the Customer does not return the evaluated good, the Supplier will charge the Customer an amount of Euro 50.00 + taxes per day for every day of delay in returning the good.

7.5 The Customer must pay for all the transports (round trip), unless differently agreed with the Supplier in a written form.

7.6 At the end of the loan, rental, evaluation period, as soon as the replacement good returns in the factory of the Supplier, the Supplier will check its conditions. If extraordinary interventions to repair the replacement good are needed, the Supplier will do them and will charge the Customer all the costs for the interventions (according to the unquestionable decision of the Supplier).

8. WARRANTY

8.1 The Supplier declares that the product bought is new and suitable to the agreed process. In addition, the Supplier will repair or replace all the faulty components (according to its unquestionable decision), but not wear and tear parts. In case of faulty parts, the Supplier will replace them or repair them in its factory or in Customer's ones, according to the decision of the Supplier. All the returns will be examined by the technical staff of the Supplier in order to decide if it is a warranty case or not.

8.2 If a warranty problem appears, the Customer must send the goods to the Supplier (if not differently agreed in written form). All the transports (round trip) and their costs are on responsibility of the Customer, not of the Supplier, whether if it is a warranty case or not.

8.3 The responsibility of the Supplier is only related to the replace parts. In case of technical intervention in the factory of the Customer, all the costs except the ones of the replace parts will be charged to the Customer, whether it is a warranty case or not.

8.4 In order to maintain warranty rights and validity, the Customer must use only the spare parts recommended and provided by the Supplier. If not, the warranty immediately decays. Warranty decays also for the following reasons (they are an example):

- a. if the Customer does not respect payment terms;
- b. if the Customer uses the goods against the National Safety Laws;
- c. in case of the wrong use of the goods or in case the system in which the goods are placed is wrong;
- d. if the Customer does not follow the instructions in the manual;
- e. power supply faults in the factory of the Customer;
- f. if the Customer uses the goods in a not properly way;
- g. in case of non-authorized modification of the goods not approved by the Supplier in written form;
- h. if not trained and not qualified personnel uses the goods.

8.5 All the complaints must be supported by the evidences that the problem happened into the warranty terms. The warranty immediately decays in case of lack of evidences.

8.6 Only the Supplier must decide to recognize a warranty problem or not (it is an unquestionable decision). The Customer must not decide about it. The Customer has no power to decide.

8.7 The warranty period for new products is 12 (twelve) months from the date of the document of transport (even if the Customer picks the product up later). The warranty period in case of revision, repair, ordinary maintenance of vacuum pumps and/or vacuum systems and/or vacuum units is 6 (six) months from the date of the document of transport (even if the Customer picks the goods up later or start using them later).

8.8 During the warranty period the Supplier will replace for free all the faulty parts (if a warranty problem is confirmed by the Supplier). The Customer must not charge the Supplier the costs for external advices, consulting and tests in order to solve the problem.

8.9 If a warranty is not approved by the Supplier, all the costs for what is needed to repair the goods will be charged to the Customer.

8.10 Wear and tear parts are not covered by warranty.

8.11 If the Customer has problems with the goods, there is no chance for the Customer to stop paying the Supplier for the supplying made. If the Customer stop paying the Supplier, the warranty immediately decays.

8.12 In case of products of third parties in which the Supplier has no competences, the Supplier will transfer the warranty of the third parties to the Customer directly.

8.13 If the Customer is not the end-user of the goods bought, the Supplier will respond with the warranty only to its Customer and not to the end-user of the Customer, unless it has been differently agreed between the Supplier and the Customer. The warranty is only between Supplier and Customer (for example: if the Customer sells the good to another Customer, the validity of warranty recognized by the Supplier to its Customer starts the day of the emission of the document of transport of the Supplier and not later).

9. PRIVACY

9.1 Every invention, modification, improvement, technique or know-how related to the work of the Supplier or related to the relationship between Supplier and Customer are an exclusive property of the Supplier.

9.2 Supplier and Customer will not tell third parties or will not use for their personal uses all the confidential information or commercial secrets learnt from the other.

9.3 Supplier and Customer declares that they have the intellectual property rights needed to respect what agreed in the written contract between them. Supplier and Customer will inform each other in case the intellectual property rights are violated.

10. LIMITATION OF LIABILITY

10.1 The Supplier will not be responsible for damages, costs or indirect, special, incidental, consequent or punitive costs, also including with no limitation the loss of profit or the stop of production of the Customer or its Customers. The Supplier has no responsibility for them.

10.2 The Supplier will not provide declarations regarding the conformity of the goods to regulations (local or not local), also including housing and town planning, having as their object the installation and the use of the goods. The Customer is responsible for everything after the purchase: respect for laws, regulations, how to install and use goods and the Supplier will have no responsibility after the sale of the good or goods to the Customer. Nothing can be charged to the Supplier (costs, law actions, loss of profit, damages, etc.). The Customer is responsible for itself. The Supplier is not involved in the actions of the Customer or problems of the Customer.

10.3 The Supplier is not responsible for actions, procedures, requests, costs, disbursements, expenditures, burdens, damages, loss of money, loss of profit of the Customer or Customers of the Customer (i.e. third parties) and the Supplier is not responsible for problems of any kind directly or indirectly related to: instructions of the Customer or lack of instructions; delays in picking the goods up; actions, non-compliance, omissions, negligence of the Customer or its workers or its advisors or its partners or its suppliers; Customer that does not respect contractual terms.

10.4 The Supplier is not responsible for actions, procedures, requests, costs, disbursements, expenditures, burdens, damages, loss of money, loss of profit of the Customer or for which the Customer is responsible for its Customers, directly or indirectly related to: every kind of violation of rights, marks, patents, models, drawings, intellectual property, importing, exporting, requests.

11. VARIOUS

11.1 Before sending a vacuum pump and/or a vacuum system and/or a vacuum unit to the factory of the Supplier or before a technical intervention of the Supplier in the factory of the Customer, the Customer must send the Supplier the official documents in which it is declared that the vacuum pump and/or vacuum system and/or vacuum unit has been cleaned up, assuring that there are no health risks. The official documents are composed of: certificate of cleaning, certificate to be filled in sent from the Supplier to the Customer, data sheet and safety sheet of all the products contained into the vacuum pump and/or vacuum system and/or vacuum unit.

11.2 If the conditions of the point 11.1 are not completely respected, the Supplier will not proceed with the requested activities on the vacuum pump and/or vacuum system and/or vacuum unit.

12. FINAL NOTES

12.1 The Terms of Sale are available on the website of Vuoto Service srl (www.vuotoservice.net).

12.2 The Terms of Sale are an integral part of all the documents provided by the Supplier. The Terms of Sale will be considered accepted by the Customer when the Customer accepts the offer made by the Supplier or if the Supplier does not receive communications from the Customer about it after 2 (two) days from the date of the order confirmation of the Supplier.