

- 1. ENFORCEMENT** - These standard terms and conditions of sale shall apply to the supply of all Battioni Pagani Pompe S.p.A.'s products. Any deviation to these terms shall be valid only if agreed in writing between Battioni Pagani Pompe S.p.A. (hereby "BPP") and the Purchaser. Acceptance of the offers or of the Order Confirmation implies that hereby terms and conditions are unconditionally accepted by the Purchaser.
- 2. OFFERS AND ORDERS** - Purchase orders placed by the Purchaser shall be firm and non cancellable pursuant to the terms and conditions hereby. All Purchaser's order shall be confirmed by BPP by Order Confirmation. The Purchaser may use its own purchase order term forms however in case of any conflict the terms contained herewith and in the Order Confirmation will prevail. In any case BPP has the right at its own discretion to reject any purchase order placed by the Purchaser. BPP reserves the right to suspend or cancel performance under the purchase order in case of changes in the statement of assets and liabilities of the Purchaser pursuant to Art. 1461 of the Italian Civil Code, unless a warranty bond is provided by the Purchaser and accepted by BPP.
The Purchaser cannot cancel the order for any reason without written consent by BPP. BPP reserves the right to reject the cancellation or accept it subject to the Purchaser being liable to pay to BPP an indemnity equal to the total price of the ordered products.
- 3. DELIVERY** - Delivery dates are EXW BPP's premises unless otherwise indicated in BPP's Order Confirmation. Delivery dates given by BPP are best estimate made at the time of receipt of Purchaser's order and are not binding BPP to any committed delivery date. BPP shall not be liable for any damage, loss or expense incurred by the Purchaser if BPP fails to meet the expected delivery date. Purchaser acknowledges that it has no right to modify the delivery date. If Purchaser postpones the delivery date for any reason, BPP shall have the right to charge the Purchaser of any expense caused by this delay including but not limited to stocking and transport fees and interest rates. Purchaser shall be responsible for all export licenses, import duties, bank expenses, taxes, and any other expenses incurred or licenses or clearances required at port authority of shipment and destination, unless otherwise indicated in BPP's Order Confirmation.
- 4. PRICES** - Applicable prices shall be those in force at the order acceptance date. BPP reserves the right to change prices in case the costs of the products undergo exceptional increase during the manufacturing lead time. The Purchaser shall be entitled to cancel the order in case of prices increase of 10% or more, however the Purchaser shall not be entitled to any compensation of damage.
- 5. PAYMENT** - All payments shall be due in accordance with BPP's invoices. If Purchaser fails to make or delays any payment when due, for any reason including but not limited to claims of alleged non conformity to product specifications, BPP reserves the right to charge the Purchaser interests as applicable by law and suspend or cancel performance under the purchase order. In case the payment delay by the Purchaser exceeds 30 (thirty) days the order shall be deemed to be canceled by the Purchaser pursuant to clause 2. herewith.
- 6. WARRANTY** - BPP warrants the products of its manufacture against defective materials or workmanship for a period of 12 (twelve) months from the date of the invoice. BPP warranty obligation is limited to the EXW repair or replacement, at BPP's option, of defective parts, provided that BPP is promptly notified in writing within 30 (thirty) days of the defect or nonconformity pursuant to Art. 1512 of the Italian Civil Code and Purchaser obtains authorization from BPP to return the defective part. BPP examination of such part must disclose to its reasonable satisfaction that such alleged defect or nonconformity actually existed and was not caused by negligence, misuse, improper installation, accident or unauthorized repair or alteration by a person other than BPP or BPP's authorized personnel. Parts subject to normal wear and tear are excluded from this warranty. This warranty is in lieu of all other warranties, expressed or implied, including the implied warranty of fitness for a particular purpose, the implied warranty of merchantability, any warranty of non-infringement, and of all other product warranty obligations or liabilities on BPP's part. BPP neither assumes nor authorizes any other person to assume for BPP any other liabilities. The foregoing constitutes sole and exclusive remedy for the furnishing of defective or nonconforming products in materials, manufacturing or application. BPP shall in no event be liable for any special, indirect, incidental, consequential, punitive or exemplary damages directly or indirectly arising from any person's use or inability to use products either separately or in combination with other equipment, or from any other cause, even if BPP had advance notice of the possibility of such damages, including but not limited to, loss of profits, loss of use or cost of labor by reason of the fact that such articles were defective or nonconforming.
- 7. PROHIBITION OF MODIFICATIONS TO THE PRODUCTS** - The Purchaser shall not make any modification to the products without BPP's prior consent in writing. If the Purchaser makes any modification to the products within the warranty period, all BPP's warranty obligations with respect to such products shall be terminated immediately and deemed not applicable unless the Purchaser has first obtained BPP's prior consent in writing.
- 8. PRODUCT SPECIFICATIONS AND DRAWINGS** - Technical data of BPP's product catalogues, leaflets and drawings are indicative only. BPP reserves the right to make modifications to its own products and product specifications at any time without notice.
- 9. CONFIDENTIALITY** - Purchaser shall preserve in strict confidence any confidential information obtained from BPP. In particular Purchaser shall keep confidential any information concerning BPP's product design, product specifications and methods of manufacture, product prices and any other confidential information obtained under this contract and do not reproduce nor disclose it to any third party for 5 (five) years after the date of delivery.
- 10. FORCE MAJEURE** - BPP shall not be liable, either wholly or in part, for nonperformance or a delay in performance due to force majeure events or contingencies or causes beyond the reasonable control of BPP.
- 11. TAXES** - Prices do not include any taxes, freight, duties or levies including, but not limited to, export, sales, use, excise, or value-added taxes that may be applicable to the Products. Any tax, custom duty, fee, levy and charge of any kind which would be payable in the Purchaser's country or to any authority of the Purchaser's country shall be borne by the Purchaser.
- 12. LIMITATION OF LIABILITY** - BPP shall not be liable for any loss of use, interruptions of business or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence) and strict product liability or otherwise, even if BPP has been advised of the possibility of such damages.
- 13. ASSIGNMENT** - Purchaser may not assign this contract, or any of its rights or obligations hereunder, without the prior written approval of BPP
- 14. MODIFICATION** - These terms and conditions constitute the entire agreement between BPP and the Purchaser relating to the sale of the products and supersedes all prior or contemporaneous communications, representations or agreements either oral or written, with respect to the subject matter hereof. Any representations or statements of any kind made by any representative of BPP which are not stated herein shall not be binding upon BPP. No addition to or modification of any provisions upon the face or reverse hereof shall be binding upon BPP unless made in writing and signed by a duly authorized representative of BPP
- 15. APPLICABLE LAW AND JURISDICTION** - These terms and conditions of sale shall be governed by the Italian law. Any dispute arising out of or in connection with these terms and conditions shall be submitted to the jurisdiction and competence of the court of Parma, Italy. The Purchaser agrees that it may initiate and maintain legal actions or proceedings against BPP only in the court of Parma, Italy and the Purchaser hereby irrevocably waive any right the Purchaser may have to commence any action or proceeding against BPP in the courts of any other country.