

OMAL SALES TERMS AND CONDITIONS

OVERVIEW

- The present general Terms and Conditions are applied to all the supplies of goods and the provisions of services entered into by OMAL. They fully replace any document, even the preliminary ones, that has been mentioned or produced by third parties, which cover technical aspects, supply conditions, delivery terms, liability and guarantee regarding single or assemblies products produced or resold by OMAL.
- Product characteristics and performances, OMAL is bound to, are those specified in the technical documentation attached to the OMAL offer or to the general catalogue for Standard products. The performances listed in the chart refer to a single product and they may be depend on and limited by the system configuration or on the solutions explicitly adopted by the person that carries out the engineering and/or assembly, unless such solutions have been expressly accepted by OMAL.
- If the customer accepts, by the contract, the supply of products that are not manufactured by OMAL Spa, then the same customer explicitly accepts OMAL's limited warranty and liability.
- If specified by contract terms, OMAL's products are supplied together with a declaration of conformity to the order or a control statement according to the EN 10204:2004 standard.

1. THE CONTRACT

1.1 All orders must be transmitted in written form and they are subject to the present Sales Terms and Conditions; unless otherwise it is agreed upon between the parties in written form, any other terms and conditions issued by the customer and any other statement, declaration, condition or warranty not included in the offer and in the order confirmation shall not be binding upon OMAL Spa.

1.2 OMAL Spa reserves the right to modify and/or change the present Sales Terms and Conditions, by attaching such changes and variations to the offer or by written notice to the customer, provided it is to be prior to the order confirmation date. The customer may withdraw from the contract or cancel the order failing to accept OMAL's changes and variations; it's provided that such withdrawal is notified to OMAL Spa, in written form, within 10 days from the date in which the customer has been informed of such changes and variations.

1.3 The Customer has the right to cancel the order within two days from the date of the confirmation order by OMAL Spa. When the Customer cancels the order or refuses the delivery of the products ordered after that date, He must pay a penalty equal to 33% of the entire value of the confirmed order, without prejudice to any other damages.

1.4 Unless otherwise specified in the contract, the delivery of the goods shall be made Ex-Works - Incoterms ® 2010.

2. DELIVERY

The delivery takes place once the goods have been delivered to the carrier, regardless of whether or not the price includes transportation. Once the delivery has taken place, all risks concerning the sold goods are to be transferred to the buyer. The customer is required to check the conformity of the products and the absence of any defect of the supply (incorrect amount, packaging conditions etc.) within 8 days upon receiving the goods and, in any case, before any additional processing of them. Other possible claims regarding defects that are not immediately recognizable must be transmitted within 8 days after they have been discovered. All complaints must be done in written form.

2.1. TERMS OF DELIVERY

The terms of the delivery are specified during the ordering phase .

The compliance of the delivery terms is bound to the receipt of the customer's related confirmations or approvals or to the other conditions specified in the offer or in the order confirmation.

2.2. PROPERTY RIGHTS

In the event that the payment is to be made, in whole or in part, after the delivery, the products delivered remain to the property of OMAL Spa until full payment.

2.3. SHIPPING

The goods that are sold ex-works travel always at the customer's sole risk and danger unless otherwise agreed during the ordering phase: any loss, delay or damage due to shipping are not attributable to OMAL SpA.

3. PAYMENTS

3.1 Omal Spa may demand payment plus interest on overdue payment, in the amount established in the Supply Terms and Conditions of the Chamber of Commerce of Paris, in case of delayed payment from the established date, according to the order confirmation or to the agreement between the parties. In addition Omal has the right to terminate the contract..

3.2 In case of sale with gradual delivery and if different supplies are implemented to the customer, the non-payment of a bill authorizes OMAL SpA both to suspend, until payment, the remaining deliveries, and to terminate the contract, at his undisputable choice.

3.3 Any disputes that may arise between the parties shall not liberate the customer from the obligation of fulfilling the payment terms and conditions.

3.4 OMAL Spa will issue an invoice equal to 33% of the total value of the confirmed order when posting the order confirmation and an invoice equal to the remaining amount of the order after the delivery.

4. WARRANTY

4.1 OMAL Spa guarantees the "conformity of the products delivered" and it also guarantees that the products correspond to the quality and type specified in the order (order confirmation) and that they are free of defects which could make them unsuitable for their intended purpose.

The OMAL products are covered by warranty for a period of 12 months after installation with a maximum of 18 months after delivery. Any defect must be reported within two months from the date of the discovery.

The warranty of defects is limited to defects caused by materials or manufacturing of the OMAL Spa brand; the guarantee is not extended to the elements incorporated in the final configuration of the product that are covered by specific warranty. The detection of such defects and their causes must be made by OMAL Spa. The goods under dispute, after having requested and obtained an express authorization by the sales office, must be shipped accompanied by a prepaid freight and packaging, to OMAL Spa Via Ponte Nuovo, 11-25050 RODENGO SAIANO (BS) ITALY. The warranty cannot be recognized if the non-compliance of the functions is due to a misuse of the product, tampering or damage during installation, operation or maintenance or for not performing the due maintenance routine as expected by manuals and use instructions. The warranty does not cover consumables (gaskets, O-rings etc.).

4.2 No claim will be considered in the event of non-payment of the products. Commissioning work or use by the customer of products deemed defective is entirely at the risk of the latter and excludes all liability of OMAL Spa.

4.3 The above mentioned warranty excludes any other liability of Omal Spa, whether contractual or non-contractual, except where liability cannot be legally excluded. The customer cannot, therefore, claim any compensation for any other reason (for example for the sole purpose: profit loss, discontinued production, recall campaigns, compensation for personal injury or property damage, etc.).

4.4 This warranty is void if the producer intervenes on the product in such a way that it may result in the change of the original features and/or functional requirements or in preventing its identification (ie. erasing its marking).

4.5 Unless expressly agreed, the supply of components and/or spare parts by OMAL SPA involves neither extension of the warranty period nor the application of the existing warranty to the product object of maintenance by the customer/user.

5. FORCE MAJEURE

Each Party shall be entitled to suspend the performance of his obligations, when such performance become impossible, impracticable or unreasonably burdensome because of force majeure circumstances, intended as circumstances beyond the control of the parties and not due to the fault of the Party that claim them.

6. RETURNED GOODS

The return of goods is not accepted without prior written authorization from the Sales Office of OMAL Spa. All goods remain property of the customer until they are accepted upon receipt by the Sales Office of OMAL Spa. The product should be rendered in packaging that ensures up its protection during transportation until the delivery to our office. The returned goods are deemed to be accepted within the limits of the authorization issued by OMAL Spa; any change in the amount or characteristics of the products require an integration of the authorization request. OMAL Spa reserves the right not to accept products that do not comply with the conditions agreed in the authorization. A percentage of reduction in the purchase price of returned goods is applied; the percentage varies from 30% to 50% depending on the date of purchase. A further reduction of the price is applied when it occurs repainting, reinstatement or substitution of packaging or similar events. The products returned for maintenance must be prepared in advance by the customer, through draining intercepted or power fluids and surface cleaning.

7. OMAL SPA LIABILITY RESTRICTIONS

7.1 The liabilities of OMAL Spa arise only in connection with its obligations as specified in the Confirmation order and with the responsibilities for direct or indirect damages to people, things or any other third party properties that are required by law. The materials and/or the products sold by OMAL that are not of its production will be transferred to the customer only with the guarantees offered by the manufacturer.

7.2 In no circumstances compensatory damages eventually due to the customer shall exceed the maximum value set out in the product warranty bill.

7.3 OMAL Spa is not liable for any loss of damage caused by incorrect use of the products, such as a use not in conformity with the instructions and/or the requirements contained in the technical documentation or in OMAL Spa's instructions.

7.4 After the warranty expiry period, no claim shall be enforceable by the customer against OMAL Spa.

7.5 The customer, that designates OMAL Spa's products for resale or introduces in the market machineries or equipments which contain OMAL's products, will give his customers wider warranty terms than those recognized by OMAL Spa and He will take up the obligations arising therefrom.

8. OFFERS

Unless otherwise agreed and expressly written, offers made by OMAL Spa are valid for 30 days.

9. DOCUMENTATION

9.1 DRAWINGS AND DOCUMENTATION

If, according to the contract, OMAL Spa is required to submit to the customer's approval copies of specifications or drawings, there will be given two copies one of which must be returned to OMAL Spa signed by the customer for approval, unless otherwise stated in the contract.

Unless otherwise specified in the offer or order confirmation, the technical documentation attached to the order (drawings, specifications, use and maintenance manuals, certificates, test reports, conformity statements etc.) will be delivered in an electronic format (PDF, DXF etc.).

The ownership of drawings, materials/treatments standards and other documents delivered to the customer belongs exclusively to OMAL Spa. These documents cannot be used for other purposes than those indicated by OMAL Spa, nor transmitted or made available to third parties without written authorization by OMAL Spa.

9.2 The supply of components and/or spare parts by OMAL SPA and/or carrying out maintenance work by the customer or by the user does not imply in an automatic validity of control documents, test reports, certificates and general documentation and marking applied by OMAL Spa to the product.

It is important that when ordering, the customer checks if there are the conditions to maintain the validity of the existing documents and the marking of the product.

10. INSPECTIONS AND TESTS

If agreed, the goods will be inspected by the customer before shipping and they will be submitted to standard tests by the manufacturer.

Any supplementary testing and/or inspections (including the inspection by the customer and/or his representative or testing in the presence of the customer or of his representative) or the supply of testing certificates and/or detailed testing results are subject to the express consent of OMAL Spa and the customer is charged of the related costs. In these cases OMAL Spa will inform the customer, at least seven days in advance from when the goods are ready for testing or inspection. If the customer or his representative fail to take part in such testing certificates and/or inspections, so the same will proceed and shall be deemed as performed in the presence of the customer or his representative; therefore OMAL's statement that the goods have passed such testing certificates and/or inspections shall be considered final.

11. APPLICABLE LAW

Unless otherwise stated, the present contract is governed by the Italian law.

12. JURISDICTION

Any controversy arising out or in connection with our supplies, to which the present Terms and conditions apply, shall be exclusively referred to the BRESCIA court of justice.

.....

.....

For express acceptance of articles: Overview, § 3; 1. The Contract, § 1.3.; 2. Delivery, first paragraph; 3. Payments, § 3.2; 4. Warranty; 5. Force majeure; 7. Omal spa liability restrictions; 10. Applicable law; 11. Jurisdiction.

.....

.....