

CONDITIONS OF SALES

1. INTERPRETATION

In these General Conditions of Sales, the following terms shall have the following meanings:

“Conditions” means these Sales Conditions;

“Contract” means the contract for the sale of Phoenix El-Mec’s products, signed by Phoenix El-Mec Srl (“Supplier”) and the Buyer (“Customer or Customers”)

“Supplier” means Phoenix El-Mec Srl, Legal Site: P.za Dei Martiri, 52 32100 Belluno and Operative Site: Via Dell’Artigianato, 3/5c 32016 Alpago (BL);

“Products or Goods” means products sold by Phoenix El-Mec Srl to the Customer;

“Customer” means who places the purchase order;

“Order” means the Buyer’s purchase order to Phoenix El-Mec Srl.

2. GENERAL

- 2.1 Any orders made by the Seller shall be governed by these Conditions unless otherwise agreed in writing by the Seller and the Buyer.
- 2.2 These Conditions shall be considered accepted by the customer with the receiving of order.

3. QUOTATIONS AND ORDERS

- 3.1 The Purchase Order has to be considered irrevocable proposal for the Buyer, based on art. 1329 c.c. and it will be held on for the period needed by Seller to decide if accept it or not, in any case this period has not to be shorter than 10 days after the receiving.
- 3.2 Orders based on quotations shall not be binding on the Seller until the Seller accepts such Orders and notifies the Buyer in writing such acceptance.
The Seller will only accept an Order when a written acknowledgement is issued or the Goods are delivered to the Buyer.
- 3.3 For the documentations of Seller’s property given to the Buyer for the conclusion of Contract, as price lists, photos, projects, designs, drawings shall be not reproduced, disclosed, copied or reverse engineered without the Seller’s prior written permission.
- 3.4 If the Seller delivers a quantity of Goods up to 10% more or less than the quantity ordered the Buyer will not be entitled to object or to reject the Goods or any of them by reason of the surplus or shortfall and will pay for such Goods supplied.

4. PRICE AND PAYMENT

- 4.1 Unless otherwise agreed by the Seller in writing the price of the Goods will be the price set out in the Seller’s price list agreed in writing with the buyer.
- 4.2 Except as expressly agreed in writing to the contrary, the quoted price shall be exclusive of any value added tax or similar sales tax, any import tax or other tax payable in the country of the Buyer.
- 4.3 Unless otherwise agreed, all orders are placed in Euro.
- 4.4 All payments shall be made in the currency indicated in the Order Confirmation to the designated account of the Seller. Payments shall be done by bank transfer, the costs of which shall be borne by the Buyer.
The payments have been done in accordance with the payment term agreed.
- 4.5 If any amount due and payable to the Seller under the Contract is overdue for some reasons for which the Seller is not responsible, the Seller may either suspend deliveries or terminate the Contract and in addition charge the Buyer simple interest on amount overdue at an annual rate of 2% for the period that any such amount is overdue.

Phoenix El-Mec Srl

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5. DELIVERY

- 5.1 Unless otherwise agreed in writing by the Seller, delivery shall be made FCA Phoenix's Plant. The Seller may deliver the Goods by separate instalment. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.2 Unless expressly agreed to the contrary in writing, dates cited for delivery shall be approximate only, and time for delivery shall not be of the essence. If no delivery dates are specified, delivery shall be made within a reasonable time.
- 5.3 The quantity of consignment of Goods as recorded by the Seller on despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

6. WARRANTY

- 6.1 The Seller warrants that the Goods supplied shall, under Proper Use, be free from defects in design, material and workmanship and conform to the specification in the Contract for a period of 24 months from the delivery. "Proper Use" means storage, installation and maintenance in accordance with the Seller's specifications and good industry practice.
- 6.2 The Seller's obligation under this warranty shall be limited to making good by repair or replacement at the Seller's option any defect in the Goods which appears before the expiration of the period of 24 months after delivery or, at the Seller's option, replacing the parts or reimbursing the price received by the Seller for the Goods.
- 6.3 The Seller's obligation shall not extend to failure caused by wear and tear, misuse, neglect, or repairs or modifications to the Goods which have been made without the Seller's approval or result from.
- 6.4 Before returning any of the Goods, the Buyer shall inform the Seller's Quality Department of its intention to do so by phone or by e-mail listing in the notice the following data:
 - (i) Manufacturing part number in the product label
 - (ii) The manufacturing date
 - (iii) Quantity for each part number and reason for return for each Good.Only when the Seller's Quality department has authorised the return can the Goods be returned.

7. STORAGE

- 7.1 If the Buyer does not take delivery of the Goods within 7 days of notification from the Seller that they are ready for delivery, or the Seller is unable to deliver the Goods because the Buyer has failed to comply with its obligations, the Seller shall be entitled on behalf of the Buyer to put the Goods into storage at the Buyer's expense and risk in the Goods shall pass to the Buyer.

8. VARIATIONS

- 8.1 Any variation to these Conditions shall have no effect unless expressly agreed in writing by the Seller.

9. LAW

- 9.1 This Contract shall be governed by and construed in accordance with Italian Laws.

10. VENUE OF ARBITRATION

- 10.1 Any disputes, controversies or differences arising out of or in any way connected with this Contract shall be determined and finally settled by binding arbitration, the venue of this arbitration shall be in Belluno, unless otherwise agreed in writing by the Seller and the Buyer.