



GENERAL CONDITIONS OF SALE

1) Foreword.

The present general conditions of sale (hereafter the "Conditions") apply to contractual relationships between Zuccato Energia srl (hereafter "the Firm") and its customers (hereafter "the Customer") and are in force from the month of December 2014 onwards. The firm makes these conditions available to the public by making them visible and available in copy in its seat of business and making them available as digital download on its Internet site.

These Conditions, together with the contractual documents (i.e. offer, order, order confirmation) and any integrative conditions represent the whole of the agreement between Firm and Customer.

The contract will be considered ratified when the Customer sends to the Firm a signed copy of the order confirmation and of these Conditions.

The contract includes an obligation for the Customer to give the Firm part of the agreed price as down payment upon signing the order; all of the Firm's obligations will be suspended until the entire agreed-upon down payment has been made.

2) Products.

All products are supplied by the Firm to be kept and cared for in accordance with the instruction given by the Firm itself. The Client is duty bound to know and follow said instructions and takes full responsibility for choosing the Products appropriate to the conditions of use and operation of its plants, notwithstanding any diagrams, schematics, calculations or other technical specifications that might have been prepared by the Firm for specific uses of the Products.

All models, drawings, illustrations and instructions created and supplied by the Firm are exclusive property of the Firm itself and the Customer must not divulge them, at any title, to any third party. The Customer acknowledges that all industrial and intellectual property of the Products belongs to the Firm and agrees not to copy, reverse engineer or otherwise reproduce the Products, in whole or in part, either directly or vicariously.

The Firm, unless a different agreement has been signed, does not perform product installation.

3) Price and payment methods.

The sales price is intended ex works the Firm warehouse, and excludes all taxes, which are to be paid by the Customer. All packing and shipping costs fall upon the Customer.

All payment terms and methods indicated in the invoice are peremptory and any different conditions will not be accepted unless expressly negotiated with the Firm. In case of missing, delayed, or inaccurate payment, the Firm reserves the right to suspend and/or cancel outstanding shipments including any orders that may have already been confirmed. In case of payment by installments any missed, incomplete or inaccurate payment, even of a single installment, will make the Customer default the term and the Firm will have the right to require the immediate payment in full of the remaining due balance.

The Firm only accepts payment made through a bank. In no case is any person or entity authorized to receive payments on the Firm's behalf, except for those given a specific, explicit mandate.

The client has expressly no right whatsoever to suspend payment of what is due to the Firm for any reason on account of any asserted or actual claim. So, in case of any dispute or litigation between the parties, including judicial ones, the Customer will have to abide in advance to all of its obligations.

In case of any delay with respect to the agreed-upon payment terms, the Firm shall have the right to collect late payment interests calculated according to Italian Legislative Decree 231 of October 9, 2002, without the need of a notice of default and without prejudice to any other further or different right the Firm may have.

4) Conditional sale in case of payment by installments.

In case of payment by installments, sale of the Products is intended as conditional with reserved property in favor of the Firm according to articles 1523 and following of the Italian Civil Code. Therefore, the Customer acquires full property of the Products only upon payment of the last installment but acquires all risks from the moment of delivery. In case of payment by installments, the Customer will not have any right to any reimbursement for any damage whatsoever incurred before full property of the products was transferred to the Customer itself.

5) Delivery.

Except in case a different agreement in writing exists, delivery of the customarily packed Products to the Customer is intended ex works the Firm's warehouse. Delivery is considered effected the moment the goods leave the Firm premises to be shipped by a trusted courier chosen by the Firm on behalf and at the expenses of the Customer.

All risks are transferred to the Customer the moment the goods are given to the first carrier, on the Firm premises.

In case the Customer itself arranges shipping, the Firm will notify the Customer that the Products are ready for shipping with a telefax or email message. Fifteen (15) days after the Customer has been notified that the Products are ready for shipping, delivery will be considered as carried out, whether the Products have been actually collected by the Customer or not, and the Firm will have the right, at its incontestable discretion, to proceed with invoicing. The Firm also reserves the right to subordinate the actual release of the goods to the payment of a 150/00 (one hundred fifty) euro indemnity, to cover custody expenses, for each day the goods have been left in her custody after the above mentioned 15-days term.

All Firm liability ceases the moment the Firm sends the Customer the notification that the Products are ready for shipping.

Without prejudice to the faculty of the Firm to suspend all activity in case of missed or delayed payment provided for in article 3 as well as to the liability limitations set forth in article 10, the client will have the right to ask for a 150/00 (one hundred fifty) euro price reduction for each day product delivery is delayed with respect to the terms set forth in the order confirmation, up to a maximum of 20,000/00 (twenty thousand) euros; said amount will be deducted from the last installment of the payment. The Customer will have expressly no right whatsoever to cancel the order.

Upon receiving the goods, the Customer will be duty bound to check its condition and in case of damage and/or apparent flaws, to immediately file a complaint with the carrier and/or the shipping agent, noting down an explicit written reservation on the shipping documents. The Firm does not accept any complaint regarding missing products inside the packaging if said complaint is not noted down on the shipping documents. Complaints are accepted within 8 (eight) days from the delivery date on the shipping note, and they must state clearly the subject for the complaint.

The Firm will not accept any returned goods except in case of technical non-conformity, malfunction, or incongruency between what was ordered and what was received. The Firm must previously authorize any product return.

6) Warranties and Liabilities.

The Firm guarantees that at the moment of delivery its Products are free from defects of materials or manufacture and that they conform to the specifications requested and jointly verified with the Customer during Testing. As long as the process data/operational conditions set forth in item D) of the offer are respected by the Customer, the Firm guarantees its products for a period of 12 (twelve) months from the date of delivery also through remote monitoring via a dedicated Internet connection to them that the Customer undertakes to allow for the full duration of the warranty period. In absence of said connection, the Customer undertakes to monitor himself the Products 24/7 for the full duration of the warranty period and to take care, if necessary, to remove installed products or transport the same to the Manufacturer's works under its own responsibility and at its own expenses.

Any complaint the Customer should lodge for product defects or incongruencies between ordered and delivered products must be notified to the Firm by registered mail or certified e-mail within 8 (eight) days from its discovery and, in any case, within 1 (one) year from delivery, or it will be considered null and void. The firm undertakes, in case it acknowledges the actual existence of the promptly notified defect/incongruency, to refurbish and/or replace the defective products, with explicit exclusion of any further Customer right. In case of replacement the firm will invoice the replacement Products and will produce a credit note upon return of the defective products. Any further liability for any damage consequential to product defects or flaws is expressly excluded.

Any Product that has been installed, used or kept in non-conformance to the instructions given by the Firm, or that has suffered accidents after delivery, or that has been modified by personnel unauthorized by the Firm and/or that has received damage imputable to the Customer alone is expressly excluded from the warranty. All electrical equipment for which a functional test is scheduled on start-up is also expressly excluded from any warranty. In the aforementioned cases of exclusion from

warranty any and all repair / refurbishing work will be regularly billed by the Firm to the Customer.

7) Testing.

Functional testing is done jointly by the Customer and the Firm on the premises of the latter; after testing, a test report will be signed by both parties. Any complaint related to product operation will have to be reported at the moment of testing. Any technical disputes will be resolved by an appraisal done by an expert technician jointly appointed by the parties or, in case of discord, appointed by Association of Engineers of Verona, Italy.

8) Startup and tuning.

The Firm is available to be present at no cost at the first start-up of the Products on the Customer's premises, making its own technicians available for no more than three interventions during the commissioning and tuning phase, which is intended as having a duration of no more than 40 (forty) days from the day of first start-up. In case the contract schedules a payment at the moment of start-up, the start-up date will be agreed upon by the Customer and the Firm, as both parties will have to be present and sign a report to acknowledge that the start-up has taken place. In case of discord between Customer and Firm, start-up will be considered as performed 10 (ten) days after product delivery and the Firm will have the right to ask the payment of the overdue installment.

The Customer undertakes to give the Firm full availability of all of its means and materials during the commissioning and tuning phase, to facilitate startup and tuning as much as possible. The Customer is also in duty bound to allow the Firm's technicians full access to its premises and to coordinate at its own expenses all required workers and/or other technical personnel required to conclude the commissioning and tuning phase as soon as possible.

In case the Firm finds any default in any of the requirements for startup and/or for commissioning and tuning, it will immediately notify the Customer through registered mail, stating which requirements are in default and the reason why it was not possible to conclude the operations.

9) Advertising.

The Customer from now gives its full consent, free of charge, to the taking of photographs and videos of the Products installed on the Customer premises and their diffusion through any mean convenient by the Firm for advertising purposes. For the same purposes, the Customer gives its consent to let the Products installed on its premises be visited, free of charge, by potential new customers of the Firm, provided they are escorted by Firm representatives and the visit is scheduled at least 3 (three) working days in advance.

10) Limitation of liability.

Without prejudice to what set forth by the previous articles 4 and 6 of the present Conditions as well as point D of the Offer, the Firm shall not be held liable for any default or delay in fulfilling its obligations due to an act of God or to any force majeure cause such as strike, fire, flood, sabotage, epidemic, war, explosions,

embargo, rioting (including local riots), lockout, worktime reduction, electric power shortage, delays in passing through customs, market shortage of raw materials or any other cause outside the liability or the control of the Firm.

The Firm's standard product warranty replaces and excludes any other explicit or implicit legal, customary or conventional guarantee. Furthermore, the Firm undertakes no obligation except for those explicitly stated in the contract, any different and contrary law being considered as not applicable.

The Firm will not be liable for any direct and/or indirect or consequential damage of any kind incurred in by the Customer or any third party except in case of malice or gross negligence and without prejudice to what set forth by peremptory law or explicitly stated in the order confirmation.

11) Express resolution clause.

Without prejudice to any other right the Firm may have, the Firm may terminate the contract in any moment before the payment in full of the agreed upon price for the Products, without any notice of default, by notifying the Customer through registered mail or certified e-mail, whenever the Customer is put into liquidation, declared bankrupt, admitted to temporary receivership, composition with creditors, or enters into any sort of insolvency proceedings.

In any case of contract termination the Firm will have the right to repossess the Products at the Customer's expenses as well as the right to keep all sums already paid by the Customer in compensation for damages and the use of the Products, without prejudice for any further different or greater right.

12) Ruling law.

The contract will be interpreted and executed according to Italian law.

13) Jurisdiction.

The court of Verona, Italy shall have exclusive jurisdiction over any disputes relating to the contract.

14) General regulations.

The contract invalidates and replaces any other verbal or written agreement that might have been made between the parties in relation to the same subject and represents the whole of the agreements between the Parties.

Any modification or amendment to the contract will have to result from a written document signed by both parties.

The Customer cannot sell or transfer the contract (including the rights and obligations which stem from it) to any third party without the previous written consent of the Firm. The Firm has the right to transfer any right deriving from the contract and the Customer gives its unconditional preventive consent to said transfer.

Tolerance by one of the parties of any behavior of the other party in violation of the rules set forth in the Contract does not represent a silent waiver of any right related to the violated rules.

The Italian Civil Code rules all matters not expressly ruled by the present Conditions.

Date _____

The Firm

The Customer

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, both parties, after having carefully read and examined the text of the present Conditions, declare to expressly accept the rules set forth by the following articles: 3) Prices and modalities of payment; 4) Conditional sale in case of payment by installments; 5) Delivery; 6) Warranties and Liabilities; 7) Testing; 10) Limitation of liability; 11) Express resolution clause; 12) Ruling law; 13) Jurisdiction; 14) General regulations.

Date _____

The Firm

The Customer
