

## **Warranty - INTERNATIONAL SALE CONTRACT**

between

**Dedalica di Lorenzo Calamai**, having its seat at Via Bracciatice n. 20 – 50055 Lastra a Signa (FI) - Italy,  
represented by Mr. Lorenzo Calamai (hereinafter called “the Seller”)

and

**the Buyer**

### **IT IS AGREED AS FOLLOWS**

#### **1 Characteristics of the Products - Modifications**

1.1 All the information and data relating to technical features and/or specifications of the Products contained in dépliants, price lists, catalogues and similar documents applicable at the time of signing the contract will be binding even if not expressly indicated in the Contract.

1.2 The Seller may freely make any change to the Products which appear to be necessary or suitable.

#### **2 Time of delivery**

2.1 Delivery Time are not perentory and will be defined by both parties once the order is complete and agreed, for sure the delivery term will start not before the up-front payment of 30% of the order by the Buyer. If the Seller believes that he will be unable to deliver the Products at the date agreed for delivery, he must inform the Buyer within the shortest delay, of such occurrence.

2.2 Any delay caused by force majeure (as defined in art. 8) or by acts or omissions of the Buyer (e.g. the lack of indications which are necessary for the supply of the Products), shall not be considered as a delay for which the Seller is responsible.

2.3 In case of delay in delivery for which the Seller is responsible, the Buyer may request, after having summoned in writing the the Seller, a compensation for the damages actually suffered, within the maximum amount of 5% of the price of the Products the delivery of which has been delayed.

2.4 Except in case of fraud or gross negligence, the payment of the amounts indicated in art. 2.3 excludes any further compensation for damages arising out of non-delivery or delayed delivery of the Products.

#### **3 Delivery and shipment - Complaints**

3.1 Except as otherwise agreed, the supply of the goods will be Ex Works, even if it is agreed that the Seller will take care, in whole or in part, of the shipment.

3.2 In any case, whatever the delivery term agreed between the parties, the risks will pass to the Buyer, at the latest, on delivery of the goods to the first carrier.

3.3 Any reference made to trade terms (such as EXW,, CIP, etc.) is deemed to be made to Incoterms published by the International Chamber of Commerce and current at the date of conclusion of this contract

3.4 Any complaints relating to packing, quantity, number or exterior features of the Products (apparent defects), must be notified to the Seller, by registered letter with return receipt, within 7 days from receipt of the Products; failing such notification the Purchaser's right to claim the above defects will be forfeited. Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Seller, by registered letter with return receipt, within 7 days from discovery of the defects and in any case not later than 12 months from delivery; failing such notification the Purchaser's right to claim the above defects will be forfeited.

Seller, at its sole discretion, will replace the device with an equal or higher range product. The dealers or agents will have to deliver the original parts to allow inspection by an expert. It is necessary to ask the Seller for an authorization number, before proceeding to return any damaged part or product. When requesting the number, it is necessary provide details of the problem that occurred. Seller does not apply guarantees on customized products on the basis of specific requests of the Purchaser and the Purchaser free Seller from any claim, in compliance with these specifications. This warranty replaces any other warranty or explicit or implicit obligations. Seller expressly renounces to all implied warranties of merchantability or fitness for a particular purpose. Seller products I can include reconditioned materials, with unchanged performances and functionality with respect to the originals.

3.5 It is agreed that any complaints or objections do not entitle the Buyer to suspend or to delay payment of the Products as well as payment of any other supplies.

#### **4 Prices**

Unless otherwise agreed, prices are to be considered Ex Works, for Products packed according to the usages of the trade with respect to the agreed transport means. It is agreed that any other cost or charge shall be for the account of the Buyer.

#### **5 Payment conditions**

5.1 If the parties have agreed on payment on open account, payment must be made, unless specified otherwise, within 30 days from the date of invoice, by bank transfer. Payment is deemed to be made when the respective sum is at the Seller's disposal at its bank in Italy.

If it is agreed that payment must be backed by a bank guarantee, the Buyer must put at the Seller's disposal, at least 30 days before the date of delivery, a first demand bank guarantee, issued by a primary Italian bank and payable against on simple declaration by the Seller that he has not received payment within the agreed term.

5.2 If the parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment refers to the full price. Unless otherwise agreed, the advance payment must be credited to the Seller's account at least 30 days before the agreed date of delivery.

5.3 Accepted payments will be only those made by bank transfer.

5.4 Unless otherwise agreed, any expenses or bank commissions due with respect to the payment shall be for the Buyer's account.

#### **6 Warranty for defects and General Warranty**

6.1 The Seller undertakes to remedy any defects, lack of quality or lack of conformity of products on his part, which occurred within thirty-six months from delivery of products, provided that it will be promptly notified in compliance with art. 3.4. Seller may choose to repair or replace defective products. The Products repaired or replaced under warranty will be subject to the same warranty for a period of six months from the date of repair or replacement.

6.2 The Seller does not guarantee the compliance of the products in case of damages caused by improper installation or lack of maintenance ( please refer to The seller "USER AND MAINTENANCE GUIDE" ).

6.3 Except in cases of gross negligence or willful misconduct, the Seller shall, in case of defects, lack of quality or lack of conformity of Products, only repair the same Products or supply Products to replace the defective ones. It is understood that the above warranty (which consists of the obligation to repair or replace the Products) absorbs and is in lieu of any warranty or liability provided by law, and excludes any

other Seller's liability (both contractual and non-contractual) which may arise from Products (ie. damages, lost profits, recall campaigns, etc.).

6.4 Seller products are covered by a guarantee of the limited three-year manufacturer of immediate replacement or repair for production defects. For the Authorized Resellers, the seller ensures at the time of delivery, products that comply with the applicable specifications and free from any defects in materials and workmanship. Except as specified below, the limited warranty of the manufacturer The seller covers all defects of materials and workmanship. There is no coverage in the following cases: damage caused by accidents, misuse, abuse, modification or negligence in the use of the product; damage occurred during transport; damage due to failure to comply with the instructions contained in the Product Instruction Manual, damage resulting from maintenance work performed by personnel not authorized by The seller; complaints submitted on the basis of misleading statements from part of the seller; any The seller product whose serial number has been altered, modified or removed. The seller will repair or replace, at its discretion, any defective or non-compliant product, provided that:

(a) the buyer sends immediate written notification of the defect or non-compliance, in the period included in the warranty; (b) upon request from The seller, the buyer returns the non-conforming product to The seller, with shipping to free port or hand delivery; (c) The seller determines, in its sole discretion, that the purchaser has not handled or shipped the product inappropriately, or that the product has been subject to improper use, incorrect application, alteration, negligence, improper installation, inadequate maintenance or unauthorized repairs; (d) the product is installed in an appropriate manner following the installation procedures indicated by the manufacturer and considering the necessary limitations in order not to exceed the capacity maximum power of the device .

## **7 Retention of title**

It is agreed that, the Products delivered remain the Seller's property until complete payment is received by the Seller.

## **8 Force majeure**

8.1 Either party shall have the right to suspend performance of his contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond his control, such as strikes, boycotts, lock-outs, fires, war (either declared or not), civil war, riots, revolutions, requisitions, embargo, energy black-outs, delay in delivery of components or raw materials.

8.2 The party wishing to make use of the pre- sent clause must promptly communicate in writ- ing to the other party the occurrence and the end of such force majeure circumstances,

8.3 Should the suspension due to force majeure last more than six weeks, either party shall have the right to terminate the Contract by a 10 days' written notice to the counterpart.

## **9 Applicable law - Jurisdiction**

9.1 The competent law courts of the place where the Seller has his registered office shall have exclusive jurisdiction in any action arising out of or in connection with this contract. How- ever, as an exception to the principle here above, the Seller is in any case entitled to bring his action before the competent court of the place where the Buyer has his registered office.

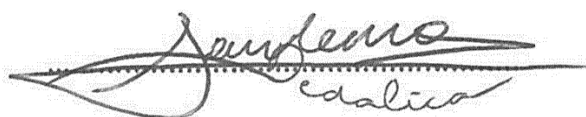
The Buyer declares that he approves specifically, with reference to article 1341 of the civil code, the following clauses of this contract:

Art. 2.3 - Delayed delivery

Art. 2.4 - Compensation for delayed delivery

Art. 3.4 - Notification of defects

Art. 9.1 - Jurisdiction

A handwritten signature in black ink, appearing to read "Gaudenzio Adalino". The signature is written in a cursive style and is positioned above a horizontal dotted line.

Firenze, January 1st, 2018

(The Seller)

(Place and Date)

Last update: January 2018  
Specification could be changed without notice