

## **EXPORT GENERAL SALES CONDITIONS**

### **Contract execution**

Sales contract become effective, when accepted by RHOSS by issuance of the Order Confirmation to the Purchaser. It means that orders will be binding for RHOSS only after the issuing confirmation in writing.

The following Export General Sales Conditions must be considered as an integral part of all RHOSS S.p.A. sale contracts (sales in Italy and France are excluded). In the event of differences between the present terms and the ones contained in orders or other General Conditions from the Purchaser, this conditions must prevail. No additions or variation to these conditions or to any RHOSS Order Confirmation is effective unless RHOSS so agrees in writing.

### **Delivery terms**

Delivery terms are quoted in order confirmation without guarantee or penalty and time shall not be of the essence of the contract.

Any delay in delivery will never allow the Purchaser to claim any damage or to cancel the contract, unless so agreed in writing by RHOSS.

### **Delivery**

Unless otherwise specified in our order confirmation, all deliveries shall be EX WORKS (Incoterms<sup>®</sup> 2010) RHOSS premises in Codroipo (Italy).

### **Warranty**

RHOSS undertakes to replace free of charge ex works (Incoterms<sup>®</sup> 2010) within 12 months from the start-up date and no more than 18 «eighteen» months from the invoice date any component of its «Products» which is proved to the satisfaction of RHOSS to be defective in materials or workmanship. Oil, refrigerant, workmanship and travelling costs are expressly excluded from the warranty. All other legal, expressed or implied warranties are excluded.

Notice in writing to RHOSS must be given within 10 (ten) days of the defect occurring. The component which is the subject of the complaint must be, if requested by RHOSS, returned pre-paid to RHOSS premises as requested by RHOSS. In such a case a replacement part will be invoiced and its value will be refunded with a credit note only when the conditions of this warranty are fully satisfied.

RHOSS shall have no liability for «Products» which have been damaged after delivery, or misused, or modified without RHOSS authorisation in writing, or which have not been installed, operated or maintained in accordance with RHOSS instructions or procedures.

### **Warranty waiver**

The parties may alternatively agree that the «Products» are sold in warranty weaver.

In such a case the Purchaser will bear all costs and expenses - including components, workmanship and travelling costs - arising from any «Products» break-down or malfunctioning.

### **Prices**

The prices to be applied are those listed in current RHOSS price list at the time of placing the order by the Purchaser.

Payments must be carried out within the terms provided in the invoice. In case of delay of payment, RHOSS reserves the right to charge to the Purchaser, for each day of delay, an interest rate, on annual basis, of 7% (seven percentage points) above the ECB Interest Rate on Main Refinancing Operation (MRO).

The failure and/or delay of payment in regards to the terms provided in the invoice also nullifies any eventual bonus agreement. In the case payment is agreed to be made in instalments, the failure to pay a single instalment, immediately nullifies the instalment schedule, and the Purchaser is obliged to immediately pay the entire outstanding amount. Furthermore, in case of late payment, RHOSS reserve the right to suspend supply of «Products», until payment.

### **Collection of the «Products»**

The Purchaser shall collect the ordered «Products» within 15 days from the receipt of the communication that the «Products» are ready for collection. RHOSS from the 16<sup>th</sup> day after said communication reserves the right to charge to the Purchaser, for each day of further delay on collection, liquidated damages calculated - on annual basis - as follows: 7% (seven percentage points) above the ECB Interest Rate on Main Refinancing Operation (MRO) calculated on the price to be paid for the uncollected «Products».

### **Claims**

All claims of any kind, nature or description are banned and waived unless made in writing within ten (10) days from the date of receipt of «Products».

Save for what provided in EU Directive n. 85/374, notwithstanding any contrary provision in any purchase order, invoice or any other Purchaser's or RHOSS document, RHOSS does not accept, assume or undertake any responsibility or liability to indemnify, defend, save or hold harmless any other person, firm or party, from or against any loss, any damage or injury regardless of any language by which such acceptance, assumption, or undertaking purports are expressed or implied. Purchaser agrees to hold harmless and indemnify RHOSS against any claims of third persons for injuries or damages resulting in whole or in part from fault of Purchaser.

### **«Products» features & modifications**

Any information or data relating to features and/or specifications of RHOSS «Products» contained in leaflet, price lists, catalogues and similar documents are not binding for RHOSS. RHOSS reserves the right to modify the «Products» without altering their essential features as, at sole judgment of RHOSS, it appears to be necessary or suitable.

### **Force majeure**

RHOSS shall use all reasonable endeavours to perform each contract promptly, however, RHOSS may terminate, cancel, rescind, and/or suspend for any period and/or reduce the quantities supplied under any contract without any liability for resulting loss injury or damage if the performance of its obligation under the contract is adversely affected by:

- a) Act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party; or
- b) Any act or default on the part of the Purchaser; or
- c) Any other cause whatsoever, which RHOSS could not reasonably have been expected to prevent.

### **Applicable law**

The sales between RHOSS and Purchaser, are regulated by Italian law. Any controversy arising out of this agreement or communication to contest the agreement will be settled exclusively by the court of Rovigo.