



SALES CONDITIONS

PRICE LIST 06/04

GENERATING SETS AND LIGHTING TOWERS

- 1) **ORDERS AND OFFERS:** offers don't bind the supplying Firm and orders are accepted only after the written confirmation from the Firm, and in accordance with its terms and its sales conditions.
- 2) **ORDERS' CANCELLATION:** no order can be cancelled without the firm's approval. In case of cancellation, the firm reserves the right of asking the refund of the burdens derived, or the penalty established at the moment of the contract.
- 3) **PRICES:** prices are those ones typed on the price lists valid at the moment, and are intended to be for **goods Ex Works –San Polo dei Cavalieri (ROME-ITALY)** excluding the expenses and any other additional cost. **Therefore transport costs, taxes, assembling and installation costs etc. are to the purchaser's charge.** Prices, offers, and discounts, can be changed from the firm without any previous information. Any order received after the amendment, and the deliveries programmed later than 30 days from the amendment communication, are subject to the new prices.
- 4) **PAYMENTS:** payments will have to be effected only to the firm's seat or to his Agents and/or representatives under the terms agreed. Eventual payments through bills of exchange, drafts, cheques etc. don't constitute any exception, and are accepted "prosolvendo". On the amounts to be paid to the firm are calculated postponed interests, starting from the expiring date of the term of payment, equal to the "prime rate" ABI increased of 2 (two) points. On the payments outside the standard expiring period established from the firm, i.e. after three months from the invoice issue, the firm will apply the commercial interests existing at the moment of the negotiation. Any controversy, doesn't release the customer from paying the price agreed, according to the agreed terms.
- 5) **UNFULFILLMENT:** in case of lack of payment also of only one instalment, the contract is intended to be immediately cancelled, and the firm is allowed to claim the immediate and full availability of the machines, and can furthermore keep as damage compensation, the sums paid till that moment, unless any other action is decided due to a bigger damage.
- 6) **PROPERTY RESERVE:** The machines supplied remain property of the firm until the complete payment of the price agreed, in conformity to the art. 1523 and following of the Italian Civil Code.
- 7) **TRANSPORT:** Even if the goods are sold C&F, the transport is always effected to the customer's risk, as the firm is not responsible, in any case, of any possible damage to the goods. If the purchaser, at the moment of the order, underlines the way of delivery, his instructions will be strictly followed from the firm.
- 8) **DELIVERY TIME :**The time of delivery communicated is only indicative, therefore the purchaser , in case of delays, can't ask neither indemnities nor compensations, and he can't cancel his order.
- 9) **COMPLAINTS :** The warranty claim depends from the production of a detailed written declaration, that has to be sent to the firm, through registered letter , within 8 days from the goods receipt , or from the discovery of the defect. The firm will not take into consideration any complaint received after the term indicated.
- 10) **TESTING:** Any test is made inside the workshop of our firm, according to our ISO 9002 procedures, not witnessed. If witnessing is required, an extra cost will be charged (to be quantified).

11) **WARRANTY:** our standard 12 months warranty conditions since 1st starting of genset even not exceeding 18 months since delivery date , however in accordance to the warranty conditions of the firms supplying the main subcomponents of our product (diesel engines, alternators, electronics, servomechanisms). The warranty intervention must be intended ex our work and it consist in free substituting, after careful examination, of the defective parts. Are excluded, then sustained by the customer, the following voices:

- Shipment of defective materials to our stocks;
- Shipment of repaired or substituted parts, back to the client;
- Live expenses of transportation, board, lodging, hours or days of work and travel, kilometrical tariffs, of our personnel , if the intervention is required on site, hence where the generating set is located.

Transport or packing expenses for the engines or the spare parts regarding the warranty in question, are to the purchaser's charge.

The warranty ceases immediately, if the products are tampered, impaired, repaired or demounted from unauthorized people. For those parts and accessories supplied with the engines, but not produced by the building firms direct suppliers of the firm (ex. injectors, starting engines, bearings, pump shafts, cardan shafts. impellers,) it will be applied the warranty allowed by the builder of those parts or accessories.

12) EXCLUSION OF RECOGNITION OF DAMAGES DUE TO DEFECTS:

In case of defects of the goods supplied, the firm ENERGY DIESEL SYSTEMS S.R.L. reserves the right, at his final judgement, to choose between the substitution, the repair or the cancellation of the contract. In any of these cases, no damage direct or indirect, will be recognised both for the time necessary for the repairs or substitutions, and for the non-usage of the equipment.

13) **COMPETENT FORUM :** For any controversy, the only competent forum, is the forum of ROMA (ITALY), and the only applicable law, notwithstanding the laws of other countries, is the Italian law. ROME'S Forum is competent also in case the agreed payment is effected by drafts. Any kind of controversy doesn't release the purchaser from the payment of the price agreed. The purchaser declares to know and to accept all the above-mentioned sales conditions, and particularly he accepts and expressly confirms, under the senses of Art. 1341 C.C., the above-mentioned clauses.