

All supplying done by the Seller will be only regulated by the following general Conditions of sales. All the clauses and/or conditions established by the Buyer are not valid when in contrast with the conditions listed hereafter.

1) OFFERS.

Offers' validity is 30 days except in case of an explicit derogation communicated each time it is necessary. Indications on catalogue, prospects and price lists do not bind the Seller who can decide to modify products and prices. Therefore, the Seller is exclusively bound to what is written in the Confirmation of Order. All catalogue texts have been written with a lot of accuracy in order to guarantee correct data: in spite of that starting to now the Buyer releases the Seller from responsibility for any errors or omissions.

2) ORDERS.

The sale contract binds both parties to consider as date of issue the Seller's Confirmation of Order.

3) PRICES.

Contractual prices are those appearing in the Confirmation of Order and are intended as Sellers' ex-factory goods. Any sales' conditions of additional supplying and/or decrease shall be agreed by both parties in writing.

4) DELIVERY TERMS.

a) The delivery terms appearing on the Confirmation of Order are purely as an indication and will be respected as much as possible. b) The Seller is in any case fully entitled not to follow the delivery terms in the following cases.: • When the Buyer has not respected the agreed payment instructions. • In circumstances upon his/her control or potential events such as lock-out and strike or all sort of abstention from work, epidemics, wars, requisitions, floods, manufacturing accidents, transport interruptions or delays. • When the Buyer delays the delivery of the data and/or the material necessary for the supplying execution.

5) SUSPENSIONS AND CANCELLATIONS.

In case of suspension or cancellation of an order by the Buyer, the Seller reserves the right to invoice: A. the manufacturing and the materials' costs calculated on the basis of the progress of work. The goods will be at Buyer's disposal while projects and design will be kept by the Seller. B. All sort of charges due to the Buyer's default.

6) DELIVERIES.

The delivery is considered completed at the moment of the notice that the goods are ready and at the Buyer's disposal for the pick-up or for the delivery to the carrier. This can be simply done by sending the invoice. If the goods picking-up is delayed, the Seller could provide for the packing, the transport or the storage of the goods at the Buyer's charge. All this could be done if the delay is due to factors not depending from the Seller's control, and 8 days after the date of the communication that the goods are ready for the pick-up.

7) PACKING.

The Seller also takes care of the solidity of the protective packaging of its products. Each product has an individual packaging. Due to the composition of the order, the individual products are, if necessary, further repacked and protected during transport. If there isn't a specific suggestion, the Seller usually set up the best packing at the Buyer's charge, disclaiming all responsibility. **Attention:** the packaging of the single product is NOT intended for individual shipment. In case of return of a single package, it is necessary to provide for additional reinforced packaging.

8) PAYMENTS.

Payments have to be done at the Seller's address and according to the terms and conditions agreed, while a delay in payments entails a charge of the interests on arrears estimated in according to the current regulations. Any claim doesn't entitle the Buyer to suspend payments. All the advances are interest-free.

9) SHIPMENT.

Every operation of transport, insurance, customs and delivery are at the Buyer's charge. The Buyer has the duty to check the goods at the moment of the delivery. In case of damages, he could make an appeal against the carrier, even if the goods have been sent carriage forward and the Buyer had the responsibility of the transport.

10) COMPLAINTS.

Possible complaints or objection by the Buyer about the goods supplied have to be brought to the Seller's notice in writing within 10 days from the date of the delivery and only with write documents by post or by certified e-mail (PEC). The above-mentioned date is prolonged for 10 days if it has been impossible to put the goods to the test before the assembly on more elaborated engines (impossibility that the Buyer has the obligation to prove).

11) GUARANTEE.

The goods produced by the Seller are covered by a guarantee whose validity for 24 months from delivery. The guarantee assures repairs and replacements of faulty products when it is established that the defect is due to an error in planning and/or construction made by the Seller. The guarantee covers all the costs related to the replacement and repair of the faulty product, except for packing and transport costs. Moreover, if the presence of technicians is necessary, the travelling expenses, board and lodging are at the Buyer's charge. The guarantee lapses when the Buyer carries out every kind of repairs, alterations or changes on the products without a prior written authorisation by the Seller.

12) RESPONSIBILITY FOR DAMAGES.

The seller's responsibility is strictly limited to the above mentioned obligations. For this reason, every kind of responsibility for damages is excluded, either for missing profit or for accruing damage resulting from the use of products made by the Seller, even when they are later recognised as faulty.

13) PRODUCTS.

The weights, dimensions, and other data indicated by the Seller in catalogs, on the website, in documents, prospectuses, images or whatever, are merely indicative and illustrative. The Seller reserves the right to change the technical or construction data of its products at any time, without notice. The Buyer is responsible for ensuring that the model chosen is suitable for their working environment. The Seller expressly disclaims any liability in this regard.

14) PLACE OF JURISDICTION.

The law court of Pavia has been established as the place of jurisdiction for every kind of dispute between the Seller and the Buyer for problems related to the sale.

15) TRANSFER OF PROPERTY.

According to the art. 1523-4 of the Civil Code, the transfer of property from the Seller to the Buyer occurs only after the entire payment of the price agreed in the Confirmation of Order.

16) ACCEPTANCE OF THE SUPPLYING GENERAL CONDITIONS.

The present supplying general conditions are also readable on our web site www.p-set.com and are considered known and totally accepted from the Buyer at the moment of issuing Purchase Order, even if not signed.