

GENERAL CONDITIONS OF SALE

1) General Premises

The following terms and conditions (the "General Conditions of Sale") rule as an integral part of the contracts concluded between Torino Renato, owner of the Faicom Italy trade mark (individual company, hereinafter referred to as "Torino Renato") and the Customer (any company or entity with legal capacity purchasing Torino Renato products) for the supply of the Products (goods produced, assembled and/or sold by Torino Renato).

The present conditions apply to all sales of products and prevail over any other Customer general condition of purchase, unless expressly waived by Torino Renato.

Torino Renato reserves the right to change these terms of sale, without notice, if it deems it necessary.

Torino Renato may, at a given time, not avail itself of any of these clauses, but this should not be interpreted by the Customer as a definitive waiver of the future use of such clauses

The Customer who buys customized products is required to notify by giving at least 6 months' notice of the intention to make even partial changes on the products themselves or to stop the purchase of them. In the second case, the Customer is obliged to take all the goods produced during the period prior to notice.

2) Orders

The Customer must forward to Torino Renato specific orders containing product code, description, quantity required, price and terms required for delivery.

Orders are subject to the acceptance of Torino Renato who will send an order confirmation to the Customer.

At the time of order confirmation, Torino Renato may make changes to the quantities of the products, in order to optimize the packaging.

Any discrepancy in product quantity and type with respect to the Customer's order must be reported by the Customer within five days of receipt of the confirmation. If the complaint is not notified within the aforementioned period, the confirmed products will be considered as conforming to those ordered by the Customer.

Orders accepted even in part cannot be cancelled by the Customer without the written agreement of Torino Renato.

The minimum order is 500€. If the amount of the order is less than this value, 30€ will be charged to the Customer as an extra administrative expense for the management of the order.

The Customer will have one week of time from the order date to carry out an eventual addition; all additions received after such term will be considered as new orders with a new delivery date.

The sale will be considered concluded only with the total collection of the invoice by Torino Renato, which will retain the ownership of the sold products until then.

3) Prices

The prices of the products shall be as indicated in the price list in force at the time of the order receipt or, in the case of off-list products or unavailability of the price list, those defined in writing by Torino Renato in the order confirmation. These prices are ex-works, excluding VAT, and do not include transport costs.

All the products covered by the supply are to be considered as property of Torino Renato until payment of what is due. The Customer shall take all necessary actions to make valid and executable against all third parties this clause of retention of property.

Torino Renato reserves the right to change unilaterally, without prior notice and with immediate effect, the prices shown on the price list in cases where the adjustment is due to circumstances beyond its control. In other cases, the change will be notified to the Customer and will affect all orders received from Torino Renato in relation to the terms and times indicated in the communication.

4) Delivery

Products are delivered EX WORKS as per ICC Incoterms® in their most updated version. If specifically agreed between the parties, where the term EX WORKS is not possible, Torino Renato will provide delivery in free port with the charge on the invoice of the transport costs, as defined in INCOTERMS in their most updated version.

Delivery terms are indicative, not binding and do not include transport times. Torino Renato will not be held responsible for delays or failure to deliver due to circumstances beyond its control, such as natural disasters, measures imposed by the public authorities and all other causes of force majeure or the imprecision and delay of the Customer in the transmission of information necessary for the shipment of the products.

The occurrence of the events foreseen in the previous article will not give the Customer any right to compensation for any damages or indemnification of any kind.

The Customer must verify the integrity of the packaging. Any deviation of the products with respect to the type and quantity indicated in the order must be reported in writing to Torino Renato within five days from the delivery date. Otherwise, the products delivered will be considered as conforming to those ordered by the Customer.

5) Payments

The terms of payment will be defined at the signing of the contract.

Payments must be made in Euro.

The non-payment in the agreed time will entitle Torino Renato to ask the Customer for the payment of interest due at the rate set by the Legislative Decree n. 231/02.

Non-payment or payment with a delay of more than 30 days will give Torino Renato the right to suspend the delivery of the products and solve every single signed sale. The suspension of delivery of products or the resolution of sales will not give the Customer the right to claim any damages.

Any complaint related to the products and/or delivery of the products may under no circumstances justify the suspension or delay in payment.

6) Warranty and Return

Torino Renato guarantees that the products are free from defects for 18 months from the month of manufacture identifiable by the serial number of each product.

The warranty will not operate with reference to those products whose defects are due to damage caused during transport, negligent/ improper use of those, non-compliance with the operating/maintenance/storage instructions, repairs/modifications made by the Customer or by third parties or any other damage.

The guarantee is granted as long as the products are installed correctly as required by the user manual; in particular pneumatic pumps shall be installed with the presence of a Filter Regulator Lubricator (FRL) and in the case of piston pump, it is necessary to verify that no impurities are present in the pumped fluid.

Provided that the Customer's claim is covered by the warranty and notified in the terms of this article, Torino Renato will undertake to replace or repair any Product or any part thereof that has defects. The Customer must report through photographs and videos to Torino Renato the presence of defects. The uneven products must be sent immediately to the factory with authorization of Torino Renato, at costs and expenses charged to the Customer. Once the goods have been received, Torino Renato will proceed to analyze the defective products, repairing them under warranty or even replacing only a part of them, if deemed necessary.

In any case, the warranty does not apply if the Customer is not in compliance with the payments.

Torino Renato does not recognize any warranty about the conformity of the products to the norms and the regulations of Countries that do not fall within or do not belong to the European Union.

In any case, the Customer's right to compensation for damages will be limited to a maximum amount equal to the value of products with defects.

Flexible hoses, seals and, in general, all wear parts are excluded from the warranty.

7) Intellectual Property Rights

The communication or use of intellectual property rights, or all rights related to licenses, trademarks and other technical specifications, of which Torino Renato is the owner or licensee, under these conditions, does not create, in relation to them, any claim on the part of the Customer, who is obliged not to perform any action incompatible with their ownership and to use such intellectual property rights only after obtaining the authorization from Torino Renato.

The Customer must refrain from using and registering similar and/or confusing Torino Renato trademarks and must use them in compliance with Torino Renato instructions and exclusively for the purposes referred to these terms of sale.

8) Immediate termination clause

Torino Renato will be able to solve, at any time, by written communication to the Customer, the single sale in the event of default of the obligations provided for in Articles 3 (Price of the products), 5 (Payments), 7 (Intellectual Property Rights), or in the event that the property conditions of the client become such as to seriously jeopardize the achievement of the counter-performance.

9) Governing laws and Jurisdiction

Sale terms and each individual sale will be regulated and interpreted in accordance with Italian law.

All disputes related to these sale conditions and/or to each sale will be subject to the exclusive jurisdiction of the Court of Cuneo.