

GENERAL SALES TERMS

All our supplies are regulated by the following general sales terms. Any different term or condition set by the customer or by our Agents will be valid only after our written confirmation.

1) ORDERS ACCEPTANCE

The orders have to indicate the denomination and the correct type of product. These have to be considered settled and binding only after SAMA Srl written confirmation. Prices indicated are free of taxes, charges, packing, transport and free of any other burden, tax included, not expressly on charge by contract or by law to SAMA Srl.

After 3 days from the order receipt, the ordering party is committed to the purchase the goods according to our general sales terms or to those previously specifically agreed between the parties; over this term, any cancellation or executive modification is no more accepted.

2) DELIVERY TERMS

The delivery terms indicated in our order confirmation, even though respected from us as far as possible, are only indicative.

SAMA Srl cannot be held responsible for any damage due to a delay in deliveries.

SAMA Srl reserves the right to postpone the delivery term or to rescind the contract with no obligation to the payment of any indemnity in the following further events:

- Events of force majeure, like strikes, damages in our building plants or in our suppliers' premises, shortage or absence of electric power and any other causes not depending on our will;
- Mistakes or delays made by the customer in the transmission of the required information for a correct order execution;
- Default in payment conditions.

3) DELIVERY

The good is considered delivered when it is made available to the customer for the collection or with the delivery to the forwarder. The delivery, if not differently agreed, will be executed ex-works SAMA Srl, packing excluded and even in case of goods free delivered, the delivery is considered executed at SAMA Srl.

The customer always bears the transport risk.

4) DISPATCH

The dispatch has to be considered carried out on customer's behalf at his own risk, even if a free delivery has been agreed. Any complaint, under decadence penalty, must arrive to SAMA Srl

within 7 days from the goods receipt. Any default or damage in the packing shall be notified to the forwarder by the customer at the delivery.

5) PAYMENT

Payment of invoices has to be addressed at our registered office in the ways and within the terms indicated on the invoice. SAMA Srl reserves the right, in case of delay or missing payment, to stop the manufacturing and the delivery of any good still in order, without the customer could have any right to recourses or compensations and without prejudice to any our right.

Any eventual complaint regarding products still in production, ready for the delivery, already delivered or in customer's possession, do not free the customer from the obligation to collect the whole amount ordered and to carry out the payment at the agreed date.

In case of payment delays, interests are debited to the buyer at the legal rate in force at the maturity act.

6) COMPETENT COURT OF JUSTICE

Regardless of the place of contract conclusion or of an eventual deferred payment, for any law dispute will be competent, in sole right, the court of justice of Padova. The supply contracts are regulated by the Italian law.

GUARANTEE

SAMA Srl guarantees its products for a period of 12 months from the delivery date. Guarantee is referred to construction defects of materials manufactured by us and it is restricted to the replacement or to the repairing at our workshop and on our behalf of the whole fan or of the parts recognized as defective. In any case the guarantee does not involve the possibility to request any indemnity.

Guarantee does not include breakdowns due to mistakes in electric connections, lack of adequate protection, bad installation, inexperience or negligence by the customer in the plant execution.

Moreover guarantee cannot be granted in the following cases:

- Malfunctioning due to not well-done installations or caused by installations not complying to the existing law provisions;
- In case of machine repairing, disassembling or altering carried out by personnel not previously authorized by us;
- Overloading or improper use of the machine;
- If the customer is not up-to-date with payments.

The defective machine shall be sent free carriage to our factory. After the reparation, it will be returned to the customer ex-works (the carriage will be paid by the customer).

Our firm **REFUSES** any responsibility for damages occurred to things and/or persons caused by our products, if not properly protected.

SAMA Srl reserves the right to modify without any notice the current catalogues.

Different conditions could be agreed between the parties, but with mutual confirmation.