

GENERAL SALES CONDITIONS

1 - ORDER - Orders are valid only if in writing and only when confirmed by sending the official Order Confirmation by PERON SPEED INTERNATIONAL SRL.

Eight days after sending the order confirmation, if no objections received, the conditions will be considered fully accepted.

2 - ORDER ACKNOWLEDGEMENT - Orders received from customers will be acknowledged by e-mail within eight days of receipt.

Eight days after sending the Order Confirmation, if no objections received, the conditions will be considered fully accepted.

3 – ORDER MODIFICATION – Any possible modification to the order must be agreed in writing between PERON SPEED INTERNATIONAL SRL and the customer.

4 - PLACE OF SALE - Prices are for goods sold ex PERON SPEED INTERNATIONAL SRL. warehouse unless otherwise agreed upon in writing. Delivery to the forwarder, even if shipment is performed carriage free, constitutes the time of transfer of the product to the customer.

5 – PLACE OF DELIVERY - Prices are understood under conditions EXW PERON SPEED INTERNATIONAL SRL. warehouse.

6 - SHIPMENT OF GOODS - Prices are understood with transport costs to be paid by the customer unless otherwise agreed upon in writing. No insurance on the value of the goods is stipulated unless it is explicitly requested by the customer. The damage to the goods caused by the forwarder will be treated according with existing legislative standards and provisions

7 - DELIVERY - The site of delivery is understood as the PERON SPEED INTERNATIONAL SRL. warehouse. Delivery terms are binding for the seller.

In case of problems occurred, the delivery term may be postponed by PERON SPEED INTERNATIONAL SRL for a period not exceeding 60 days. In this case, PERON SPEED INTERNATIONAL SRL must immediately communicate the new delivery date to the customer and the customer hereby renounces any request for compensation. In the event of delivery after the sixtieth day, no compensation can be requested from PERON SPEED INTERNATIONAL SRL if the delay depends on delays in the delivery of components comprised in the order from the third parties. In any case, if one of the conditions indicated above occurs, PERON SPEED INTERNATIONAL SRL must immediately communicate the new delivery date.

Delivery date means the date of the availability of the goods to the customer at the warehouses of PERON SPEED INTERNATIONAL SRL.

8 - DRAWINGS AND ASSEMBLY DIAGRAMS OF PERON SPEED INTERNATIONAL SRL - These are and remain the exclusive property of PERON SPEED INTERNATIONAL SRL and cannot be transferred to third parties without prior written approval. PERON SPEED INTERNATIONAL SRL reserves the right, regarding all technical and commercial documentation, to make all the modifications to its products that deems to further improve their quality without being required to give any notice.

9 – CUSTOMER'S DRAWINGS - These are and remain the property of the customer. PERON SPEED INTERNATIONAL SRL undertakes to keep these confidential. Any changes to these documents must be notified to PERON SPEED INTERNATIONAL SRL according to the procedures given in ISO EN 9000 standards. All costs and delays resulting from modifications of documents used to produce specific products for the customer that are undergoing design or manufacture are to be sustained by the customer himself.

10 - INSTALLATION - Installation is not included in the price of the product. Due to several solutions in terms of installation and results, the installations instructions are general and not specific.

11 – RUNNING TESTS - Testing is performed and certified for product security at PERON SPEED INTERNATIONAL SRL factory.

12 - GUARANTEE - PERON SPEED INTERNATIONAL SRL guarantees that the product is free from quality defects. Warranty period: 18 months from the shipping date for all the components of the unit.

Warranty is valid only under the following conditions:

- 1) Strict respect of instructions presented in the use, installation and maintenance manual.
- 2) Demonstration by the customer of the regular maintenance procedures performed by a properly trained staff.

Out of warranty conditions:

- 1) Alteration or modification of the structure of the unit or circuits.
- 2) Application of the product in presence of vibrations, movements and temperatures outside the nominal value.
- 3) Assembly of spare parts not supplied by PERON SPEED INTERNATIONAL SRL

In the event of defective parts, PERON SPEED INTERNATIONAL SRL will, at its sole discretion, repair or replace the goods in places deemed suitable.

13 - PAYMENTS - These must be performed at the agreed-upon date and cannot be delayed for any reason or claim. Any extensions to agreed-upon expiration dates must be approved in writing by PERON SPEED INTERNATIONAL SRL. Payments must be made exclusively with the methods provided by PERON SPEED INTERNATIONAL SRL and cannot be made to third parties.

14 - DELAYS IN PAYMENTS - In the event of late payments, interests will be applied by PERON SPEED INTERNATIONAL SRL, as determined in its amount by current legislation.

15 –PROPERTY RESERVE- In case of differed payment, though the customer takes physical possession of the products, they rest propriety of PERON SPEED INTERNATIONAL SRL.

The products will become propriety of the customer only upon full payment of the agreed price.

Until the price is paid in full, the buyer is the custodian of the products, with reserved property. The customer is therefore obliged to make good use of it, not to sell it, not to give it as collateral. The buyer will be responsible in the event of theft, damage or any other prejudicial use of the goods. The buyer undertakes to communicate to PERON SPEED INTERNATIONAL SRL any executive or conservative actions promoted by third parties on the goods covered by the order.

16 - ASSIGNMENT OF CREDIT - PERON SPEED INTERNATIONAL SRL reserves the right to undertake all actions it deems appropriate in its own interest, such as the assignment of credit, or other activity, giving notice to the customer.

17 - EXEMPTION - Any exemption to the conditions contained in the order must be stipulated in writing and signed by the parties.

18 - FEES AND TAXES - Prices are understood as Net excluding any fee or tax, which will remain the responsibility of the customer.

19 – PLACE OF JURISDICTION - In the event of a dispute, the parties agree that the competent court is that of Vercelli.

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Pursuant to and for the purposes of articles 1341 and 1342, all articles are considered expressly approved, and in particular article 12 (guarantee), article 13 (payments), article 14 (delayed payments), article 15 (property reserve) and Article 19 (place of jurisdiction).

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