

### NG-tech Srl - GENERAL CONDITIONS OF SALE

**1) DELIVERY TERMS:** The terms of delivery shall commence from the completion of the sales contract that you have with the receipt by NG-Tech a copy thereof, duly signed for acceptance in all its parts by the customer and from the receipt of first down payment, as provided in the contract.

If the contract of sale, are provided for the down payment on the date of signature for acceptance and customer data necessary for the execution of the supply, and that advance and these data are not reached NG- Tech srl within the deadlines, the lack of they bring about the suspension of delivery, subject to the right of the NG- Tech to consider the contract and to require the most damage.

Any delays in delivery resulting from unforeseeable circumstances or force majeure such as strikes of the workers, carriers and / or shippers, can not lead to charges of any kind on the part of the Customer.

Other delivery delays, however, beyond the limit of reasonableness, and in respect of which it was a penalty, can not determine charges beyond 10% of the value of the supply.

**2) TECHNICAL SPECIFICATIONS:** at designing and / or construction phases Ng - Tech reserves the right to make any changes you deem appropriate to carry out the optimal execution of the supply.

**3) EFFECTIVENESS OF AGREEMENT:** the contract is perfected only with the written acceptance by the customer, but any changes to the contract of sale, and to our Conditions of Sale, and any verbal agreement with the representatives or officers of the NG- Tech Srl, will be valid only and exclusively if confirmed in writing by NG- Tech Srl.

**4) PRICE:** The price is always VAT excluded and any other taxes or charges (stamp duty, customs fees , etc.). .

**5) TRANSPORTATION AND INSURANCE OF MACHINERY:** Unless otherwise specified, the goods will be sold Ex our works, packing included. The goods always travel at the risk of the customer, even if sold carriage.

Any damage found by the customer at the time of unloading of the goods must be formally recorded by the delivery document.

Failing the NG- Tech will not hold all the damaged parts under warranty. The customer has the obligation to ensure the machinery purchased.

**6) ASSEMBLY:** They are always charged to the customer:

- Transport and labor for unloading and positioning of machinery and equipment;
- Connections of all energy sources (electricity, compressed air, etc. .) To the utilities provided in the supply;
- Expenses for travel, board and lodging of the staff responsible for the assembly and testing.

In case of sale with mounting excluded: (in addition to those listed above) are charged to the customer the cost of labor of employees involved in the assembly and testing.

**7) TEST:** in the testing phase shall be all-dependending by de customer, in addition to the provisions for mounting, raw materials and labor necessary.

The test is believed, however, carried out successfully (except as provided by the warranty) after 3 days of production.

**8) WARRANTY:** The warranty starts from the date of the test or at least 30 days. after delivery and lasts for 12 months for mechanical parts, motors and inverters 12 months and 6 months for the electrical and / or electronic .

The warranty covers free replacement of defective parts and components or vicious, made to customer Franc our office.

In the case of requiring the involvement of our technical personnel for the replacement of defective parts and / or vicious, travel expenses and travel expenses are paid by the customer, and are to bear NG- Tech srl costs of actual hours of work.

Excluded are the normal wear and tear, deterioration and lack of maintenance and negligence in the use of machinery and plant.

The assurance is not provided in the case of:

- Incorrect use and maintenance;
- Tampering or unauthorized modifications;
- Absent or inadequate maintenance;
- Irregularities in the supply of electricity, compressed air, etc... .

The customer loses the right of the collateral in the event of a defect report late to the terms provided for by art. 1495 CIVIL CODE

The warranty is also suspended in the case of non-regular payments.

Any damage for loss of production or other damages arising out of the purchaser as an result of arrest or malfunction can not be charged to the NG- Tech srl that responds only to the provisions of the warranty.

**9) EXEMPTIONS:** The terms of payment and all the others contained in the contract of sale, can not be changed except by written agreement signed by the parties.

**10) LOANS:** sales made with the intervention of a Leasing Company from financial institutions or other third parties shall be subject to the written approval of such companies and entities that must communicate to NG- Tech srl the Purchase Order within 30 days. The signing of the sales contract. All expenses and interest of the financial transaction shall be borne by the customer.

**11) PAYMENT:** Any delay in payment will result in the immediate suspension of Operational steps for the design, construction, delivery and testing of the machine and plant. Any late payment fee to the customer will be charged default interest at Euribor in force increased by 4 percentage points and all related costs (bank charges, stamp duty, etc...).

Failure to pay by the Customer under the terms established in the contract, even a single payment or installment, from right to NG- tech Ltd. to terminate the contract and to be compensated by damages for loss of sales.

**12) JURISDICTION:** Any legal disputes shall, on an exclusive basis, the Court of Vicenza (Italy).

Yours sincerely

Stamp and signature for acceptance

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