

GENERAL SALE AND SUPPLY CONDITIONS

1. Area of application

These present General Sale and Supply Conditions are to regulate the contractual relationship between the purchaser and Noxerion s.r.l. (hereinafter referred to as "Noxerion") in so far as the purchaser and Noxerion shall not have otherwise agreed in writing. These present General Sales and Supply Conditions are to take precedence over any General Conditions of Business of the purchaser.

2. Extent of the Supply

The order confirmation of Noxerion is to be solely definitive for the extent of the supply. Any performance or services not contained therein are to be deemed as not included in the price and be will invoiced separately.

3. Place of supply

The place of supply is ex works (Via Giordania, 48 – 58100 Grosseto, Italy). On the date of supply ex works (Via Giordania, 48 – 58100 Grosseto, Italy), the benefit and the risks in the goods supplied will pass automatically to the purchaser.

4. Transportation of the goods supplied

Noxerion is to pack the goods supplied and organize their transportation to the best of its knowledge and ability. No liability however can be accepted by Noxerion in this respect.

Noxerion can make arrangements on behalf of the customer to deal with customs formalities

All expenditures for packaging, transportation, customs formalities and customs duties are for the account of the purchaser. Such expenditures will not be included in the prices indicated in the order confirmation and will be invoiced additionally and separately by Noxerion.

The purchaser is to be responsible for the insurance cover of the goods supplied from the point in time of supply ex works (Via Giordania, 48 – 58100 Grosseto, Italy).

5. Delivery date

The delivery time period for the supply of the goods on the part of Noxerion is to be understood as from the date of the order confirmation to the date of readiness for the supply of the goods ex works (Via Giordania, 48 – 58100 Grosseto, Italy). Should Noxerion require details of the purchaser in the order to carry out the order, then the delivery time period can only be complied with when such details are made available in their entirety to Noxerion at the date of the order confirmation. Every best effort is made to comply with supply dates but these are to remain non-binding. Any delay in the supply of the goods shall not entitle the purchaser to withdraw from the contract not to claim indemnity for direct or indirect damages, immediate damages, consequential damages, reflex damages or lost profits.

Should the purchaser subsequently require, that the goods be supplied and consigned at the date later than agreed, then the benefit and the risks will pass automatically to the purchaser on the date of readiness for the supply of the goods and the purchaser will be required to reimburse the warehousing expenses to Noxerion.

6. Prices

Only those prices indicated in the order confirmation of Noxerion are to be definitive. Such prices are to be understood as ex works (Via Giordania, 48 – 58100 Grosseto, Italy) without VAT, any additional taxes, customs duties, packaging, transportation charges, insurance premiums and erection charges, provided that nothing to the contrary shall have been agreed.

No rebates, discounts or charges may be deducted except the rebates expressly indicated in the order confirmation. The withholding of amounts on account of any possible warranty claims shall not be permitted.

The prices indicated in the tenders of Noxerion are to be deemed valid for three (3) months provided that nothing to the contrary is indicated. Should the purchaser diverge in any manner whatsoever from the tender when placing an order, then the prices tendered are to be deemed non-binding and only those prices indicated in the order confirmation of Noxerion are to be binding.

7. Payment

Supplies of goods in amounts up to Euro 50.000,00 overall value are payable within 30 days from date of invoice. In cases of supplies of goods in amounts above Euro 50.000,00, 30% of the overall value is to be payable within 10 days from the date of the order confirmation, 40% payable within 10 days from the date of readiness for consignment and 30 % payable after date of invoice, unless different payment conditions are accepted with the order confirmation.

Supplies of goods to countries outside of European Community will only be made against advance payment or confirmed, irrevocable letter of credit in the amount of the overall value. Any other payment conditions are to be agreed in writing.

Should a purchaser fail to comply with a due date for payment, then Noxerion shall be entitled to hold back the supply of the goods until payment is received. In addition, interest on arrears will become due as from the due date for payment.

8. Reservation of property rights

Noxerion is to remain the proprietor of the total extent of the goods supplied up to complete payment. The purchaser hereby irrevocably authorizes Noxerion to have its reservation of property rights officially registered at any time it deems fit.

9. Responsibilities of the purchaser

Compressed air as well as gas generating plant and equipment require to be correctly dimensioned and installed as regards their control, processing, distribution facilities an their ecological and safety conditions. This form of engineering is not included with the goods supplied. Noxerion is in a position to provide such engineering against separate payment and will be glad to provide the purchaser with advisory services concerning function, safety and economy of the plant and equipment. The purchaser may request Noxerion to tender for such engineering services.

All officially prescribed controls, acceptances, certifications, operating licenses etc., are to be applied for and obtained by the purchaser and the associated expenditure is to be borne by the purchaser, provided that noting to the contrary shall have been agreed in writing in the order confirmations.

The purchaser is to be responsible for the following in particular:

- a) in case of air compressor: for correct operating conditions such as room-space temperature, room-space ventilation, electrical power supply, correct condensate discharge, possible supply and removal of cooling water, compressed air provision, erection and installation of compressors and accessories, compliance with official regulation, etc.
- b) in case of gas generating plants: in addition to those responsibilities mentioned under a), to ensure the minimum required compressed air quality in terms of oil content, particles size and content, water content (dew point), input pressure, input temperature, etc.
- c) the correct control and automatic monitoring of the plant and equipment (pressures, temperatures, cooling water, disposable parts, drive units, etc.);
- d) the protection of gas generating plant against gas consumptions higher than its specified hourly output flow;
- e) the protection of persons, plant and equipment against escaping gas, fire, explosion etc., in cases of defects;
- f) the correct and safe extraction of gases, which might escape from compressor's and gas generating plant's safety valves in cases of disruption.

10. Warranty

In all cases the latest version of Noxerion's Warranty Statement will be applied.

11. Intangible property rights and maintenance of secrecy

The purchaser hereby recognizes the intangible property rights and know-how of Noxerion in the goods supplied. All rights to intangible property and all know-how are to remain with Noxerion. The purchaser is under a duty hereby to maintain secrecy concerning all confidential information, which it receives in connection with the supply of the goods and in particular not to make available any technical drawings, plans, tendering texts, erection regulation, operating instructions etc. to third parties.

12. Applicable law, place of fulfillment, place of jurisdiction

The contractual relationship is subject to the Italian law to the exclusion of the United Nations Treaty governing contracts for the international sale of goods (Vienna Sale of Goods Convention).

The place of fulfillment is Grosseto, Italy.

The regular courts of law at Grosseto, Italy are to be exclusively competent for all judicial decisions on all disputes arising out of the contractual relationship.

13. Other Conditions

In all cases and situations not covered by the present document, the latest version of the ORGALIME General Conditions for the Supply and Erection of Mechanical, Electrical and Associated Electronic Products will be applicable.

NOXERIOR S.R.L.
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