

# General sales conditions

## Definitions

For the purposes of these conditions of sale, the terms listed below shall have the following meaning:

- "FGS SRL" shall mean FLUID GLOBAL SOLUTIONS Srl;
- "ORDER" shall mean any order received by FGS Srl by fax, email, telephone and/or communication from the customer;
- "CUSTOMER" shall mean any company, body or legal entity that intends to purchase products/services from FGS Srl;
- "PRODUCT" shall mean any good and/or service provided by FGS Srl;
- "SALE" shall mean each sales agreement entered into between FGS Srl and the Customer.

## Purpose

The general conditions of sale of products are binding on customers and apply to all sales made by FGS SRL. In the event of any conflict between clauses, those individually signed in the document below, or otherwise acknowledged by the customer by means of order confirmation sent by FGS SRL, shall prevail. The conditions set forth below may be changed without notice and shall be valid for 30 days after transmission to the Customer by FGS Srl.

## Order Confirmation

An order confirmation will be valid only if it is sent by FGS Srl to the Customer via email or fax in the form of an Order Confirmation. The order shall be deemed automatically accepted after 24 hours from transmission. After that, any order accepted by FGS Srl cannot be cancelled by the Customer, unless with the written consent of FGS Srl.

## Delivery

The terms of delivery are approximate and in any case as of the order receipt date. The delivery term reported in the Order Confirmation will indicate the day of departure of the Products from the warehouses of FGS Srl, and

- unless otherwise agreed in writing between the Parties from the warehouses of FGS Srl, and
- unless otherwise possibly agreed in writing between Parties - FGS Srl will deliver the products ex works, as defined in the INCOTERMS published by the International Chamber of Commerce, in their latest version.

FGS Srl shall not be deemed responsible for any delay, or the failure to deliver, or partial deliveries, in case of external events outside control of FGS Srl, such as delays due to strikes, lockouts, interruptions or suspensions of transports force majeure, delay or failure of customer in communicating technical data that is fundamental for completing the products, or inaccuracy thereof, as well as in case of difficulty in procuring raw materials or semi-finished products from its own suppliers.

The above-mentioned events are just examples, and their occurrence will not entitle the Customer to claim compensation for damages, if any, or indemnities of any type.

### **Prices**

The price indicated by FGS Srl is only valid for the Order Confirmation to which it refers and is not binding for future Orders. The price does not include any performances or charges not specified or mentioned in the Order Confirmation, and, in any case, it does not include the taxes applicable at the place of destination.

### **Transport**

Unless otherwise agreed between the Parties, transport shall always be at the customer's expense and risk, even in the case of goods sold with free delivery. Therefore, FGS Srl will not be responsible for any breakage, failure, damage or loss. In all such cases, the recipient may claim compensation from the company or carrier that has performed the transport. Unless otherwise agreed between the Parties, any transport amount below 100.00 € (Euros) is to be deemed at the customer's expense.

### **Packing**

Unless otherwise agreed between the Parties, packing costs will be calculated as 2% of the net value of the order. If the value of goods is lower than 100.00 € (Euros), 2.00 € (Euros) shall be charged.

### **Warranty**

FGS Srl guarantees its products as described in the specific warranty that can be viewed on and downloaded from its website at the address [www.fluidglobalsolutions.com](http://www.fluidglobalsolutions.com).

The warranty is only valid in case of an ascertained material or manufacturing defect. Only in this case FGS Srl shall replace the part or provide a new supply, under the warranty. The warranty will not apply if the products have not been stored appropriately, or if they have been tampered with, or altered without the consent of FGS SRL, and in case of:

- 1) negligence or other improper actions of the customer, its employees, or third parties designated by the customer.
- 2) Improper installation by the customer or by its auxiliary personnel.
- 3) Alterations or work done by third parties not authorized by FGS Srl on the products supplied by FGS Srl.

In particular, the warranty does not cover any defects or flaws deriving from or connected to the material normal wear or use, or improper use or misuse of the supplied parts, or the failure to perform maintenance or the performance of a bad maintenance on them by the customer or its auxiliary personnel; the warranty is not applicable if unserviceable or easily perishable material is used. Any expenses incurred for personnel or professionals required to work on non-conformities shall be charged to the Customer, and the same goes for transport.

Parts or spare parts purchased from third parties will be covered by the warranty of the respective manufacturer and/or vendor.

### **Insurance Coverage**

FGS Srl has taken out the Third Party Liability Policy for mechanical businesses. 288A4833 with Zurich Insurance plc, covering risks related to damage to third parties caused by the following products: compressors, pumps and their components, and mechanical seals.

The policy guarantees coverage of up to 2 million Euros per claim for direct damages to third parties. Therefore, FGS Srl may only be required to pay compensation for damages within the insurance coverage limits. It may not be necessary to pay any different amounts or amounts exceeding the policy coverage.

### **Payments**

Payments must be made directly to our office, in all cases in accordance with our instructions, and in euros. In the event of late payments, FGS Srl may suspend and/or cancel the relevant supply and change the commercial terms. If the customer's payment is delayed by more than 60 days, FGS Srl will apply interest at 7% of the due amount, plus any applicable legal expenses.

### **Privacy**

The personal data supplied by the customer will be processed in compliance with the provisions of the Privacy Act. We will process the data above in accordance with procedures that ensure its security and confidentiality. Data will be processed for commercial purposes within the scope of the contract entered into and for its performance. Personal data may be communicated to third parties in Italy or abroad for the achievement of the purposes set out above. Data subjects have the right

- a) to obtain the confirmation of the existence of any personal data being processed about them,
- b) to obtain the cancellation, transformation, updating, correction and/or supplement of data, c) to oppose the processing of personal data for purposes of business information, or dispatch of advertising material.

### **Applicable Law and Jurisdiction**

All contracts entered into under these general conditions are governed by Italian law. Any dispute between the Parties about the validity, interpretation, or implementation of these general conditions and the contracts entered into based thereon, or otherwise concerning them, shall be subject to the exclusive jurisdiction of the court of La Spezia.

La Spezia, 28.08.2018