

PRINCIPAL TERMS AND CONDITIONS OF SALE

1. Validity

- 1.1 The present General Conditions of Sale shall apply to any sale between COMISA s.p.a., Via Neziolo, Zona Artigianale, 25055 Pisogne (BS), Italy (hereinafter "COMISA") and the Client (hereinafter "Client").
- 1.2 The application of any different term and condition whatsoever, even if applied by the Client pursuant to reference made to its own purchasing or contractual provisions, is expressly excluded.
- 1.3 Any modification to the General Conditions of Sale herein, shall be endorsed by COMISA in writing, which will have the right to establish specific different conditions in each offer, and such specific condition will prevail over the present General Conditions of Sale.
- 1.4 Client acknowledges to be aware of the contents of the General Conditions of Sale, available at www.comisagroup.it

2. Orders

All orders are accepted as advance bookings and are not subject to even partial deliveries without the issuance of the Company's order confirmation.

3. Prices

Applicable prices are the ones contained in COMISA's order confirmation.

4. Delivery terms

These are non-binding upon COMISA and do not give the customer the right to cancel the order or claim damages of any kind due to failure (in whole or in part) or delay as the direct or indirect result of manufacturing problems or unforeseen circumstances, such as force majeure and/or others.

5. Packing

Prices include all charges for usual non-returnable packing.

6. Pack sizes

COMISA sells its products in the packaged formats set out in its price list. Only samples can be packaged loosely.

7. Payment – Retention of title

- 7.1 The payment terms specified in the invoice are binding. No other conditions are accepted unless these have been expressly agreed upon between the parties beforehand. Cheques issued as payment shall always be made out to COMISA and are considered valid payment only after having been credited to COMISA's bank account and confirmed by COMISA's Financial department.
- 7.2 If the payments are not made as stipulated in the terms and without any prior agreement, COMISA reserves the right to suspend or cancel any supplies in the course of dispatch and any other orders already accepted by COMISA. Objections of any kind do not grant the customer the right to suspend any payments due. The orders dispatched and invoiced in whole or in part are subject to the conditions specified in this agreement, and it is agreed between the parties that payments for ordered goods are not contingent upon completion of the order. In the case of payments delayed beyond the specified terms identified in the invoice, default interest will begin to accrue without prejudice and with COMISA's right to take further action, at the rate specified by Italian Legislative Decree No. 231/02.
- 7.3 COMISA acknowledges as valid payments only those made to its headquarters headquarters or by bank wire transfer. The only parties authorized to receive payment on COMISA's behalf are those in a valid possession with explicit authorization to do so. Cheques and bills of exchange are received by COMISA "subject to collection" and the amount(s) specified therein are entered as the settlement of payment only after the amount(s) have been effectively deposited. 7.4 According to article 1523 of the Italian Civil Code, the property in the Products shall not pass to Buyer until the relevant Products – as well as all other amounts owed by Buyer to COMISA on any account in connection thereto - have been paid in full. COMISA reserves the right to require Buyer to return all partially unpaid Products at Buyer's sole cost and expense.

8. Responsibilities and Claims

- 8.1 In regards to transport "ex-works" COMISA accepts no responsibility for any delays, incorrect deliveries, breakage, theft, shortage or tampering with the material, and will therefore issue no credits for goods that have been tampered with, damaged or lost in transit. Any claims or complaints for apparent faults shall be made to the carrier immediately during the unloading of the materials, and specific reserve (as per D.p.r. No. 450 of August 2, 1985) should be entered in the delivery note, a copy of which should be sent as soon as possible to COMISA SpA sales office. Copies sent by fax are acceptable.
- 8.2 COMISA will not accept complaints regarding non-delivery of packages, rolls or pallets not referred to in writing, in the carrier's delivery note. No claims will be accepted after 8 days from the delivery of the goods as specified in the delivery note, and the object of the claim should be clearly identified.

9. Returns

- 9.1 COMISA will not accept returned material unless it is due to a presumed "technical non-conformity" which has been accepted by a representative of COMISA or its laboratory, the result of delivery errors by COMISA or in any case of COMISA's discretion that is not attributable to the customer. The return should always take place upon prior authorization of COMISA SpA.
- 9.2 Products will be accepted for return if:
 - The merchandise returned is correctly packed and in perfect condition.
 - It is accompanied by a "return of goods" rather than a "sale" note.
 - The delivery note contains all references from the original purchase (invoice date and number).
 - COMISA has issued a credit note.
- 9.3 Any returns not adhering to the above conditions will be automatically refused and sent back. If the material is not returned in perfect condition or an objection due to "technical non-conformity" is unfounded, COMISA reserves the right to debit the customer with COMISA's resulting incurred costs

10. "Guarantee"

10.1 "Object of guarantee"

- 10.1.1 - COMISA guarantees the system COMISA PRESS only, jointly consisting of COMISA PRESS fittings, COMISA multilayer pipe and jaws TH profile for a period of 10 years from the date of the sale. This guarantee terminates should the Customer install fittings, pipes or jaws manufactured by companies other than COMISA, unless such components are previously tested and approved by COMISA as compatible with its products.
- 10.1.2 - COMISA guarantees materials for the realization of heating/cooling under-floor plants for the period of 30 years from the installation, on the condition that the plant is installed using entirely COMISA's materials or with materials previously authorised by COMISA in writing, according to COMISA's installation instructions. The guarantee applies only if the plant is used within the scope and functions for which it is designed.

10.2 "Exclusion of guarantee"

- 10.2.1 Guarantee provided for in article 10.1.1 does not apply to damages deriving from:
 - Product modifications or alterations by the Customer or third parties different from COMISA;
 - Improper use or non-compliance with COMISA's instructions for use;
 - Improper maintenance.
- 10.2.2 - Guarantee provided for by article 10.1.2 does not apply:
 - In case of use of materials not guaranteed or not authorised by COMISA in writing;
 - If the defect derives from an incorrect installation, improper maintenance or alterations of the plant not authorised by COMISA;
 - If the defect results from force majeure events affecting the systems, plants, and/or centrals present on the Customer's premises to which COMISA's system/plant is directly or indirectly connected or dependent upon whatsoever;
 - If the Customer knew of the existence of the defect or could not ignore its existence using ordinary diligence.

10.3 "Territoriality of guarantee"

COMISA's guarantees as per article 10.1 are valid worldwide except in the U.S.A. and Canada.

10.4 "Duration of guarantee"

Guarantees of article 10.1 are forfeited terminate if:

- Installation of the system does not comply with the mounting instructions published by COMISA;
 - The system is used for the conduction of liquids other than those listed in COMISA's publications; or
 - Liquids are introduced into the system with temperature and pressure values that do not comply with COMISA's published instructions.
- 10.5 "Obligations of the beneficiary of the warranty"

The above terms are binding upon COMISA subject to the fulfilment of all the following conditions:

 - Written notice sent to COMISA within 8 days from delivery or from the date of the occurrence of the damage, indicating the invoice and delivery note number of the goods being claimed as defective, and the specific description of such defects;
 - Compliance with the technical specifications regarding the field of application, the technical installation instructions and the legislation in force at the time of installation;
 - The defective parts should be kept in the condition as delivered, without being modified, installed or further transformed;
 - Any use of the equipment where the assumed defective system is installed must be immediately stopped.

10.6 "Obligation to pay"

10.6.1 - The Customer cannot raise any objection to avoid or delay outstanding payments according to article 1462 of the Italian Civil Code.

10.7 "Assessment and settlement of claims for damaged products"

10.7.1 - In the case of claims for defective goods raised in compliance with article 10.5, COMISA, with the assistance of one of its delegates, accepts to intervene on the Client's premises within a term that will be communicated to the Client after the claim has been assessed. COMISA's delegate shall authorize the repair of defects by third parties other than COMISA subject to the repairs having been previously agreed upon and authorized by COMISA.

10.7.2 - COMISA shall not be liable for damages deriving from unauthorized interventions by third parties other than COMISA and shall not accept any return unless previously communicated to and authorized by COMISA.

10.7.3 - COMISA reserves the right to charge the Client any intervention costs and expenses should the damages claimed be subject to the exclusions listed in article 10.2."

10.8 **Guarantees by law.** All products published in COMISA's catalogue different from the COMISA PRESS EVO™ system and from materials provided for the realization and installation of under-floor heating/cooling systems, to which commercial guarantee of article 10.1 - 10.7 of these General Conditions of Sale apply, are guaranteed by law in article 1490 of the Italian Civil Code and by article 128-135 of the Leg. Decree No. 206/05 (Consumers' Code), where applicable.

11. "Catalogues and Brochures"

All pictures shown in COMISA's catalogues, leaflets, offers, drawings, price sheets and documents of sale are approximations only for the use of explaining and illustrating the main features of the product and are not binding in respect to weight and dimension specifications stated or shown therein.

12. Jurisdiction - Governing law

12.1 The Courts of Brescia, Italy, shall have exclusive jurisdiction over all disputes arising between COMISA and the Customer.