

General terms and conditions of sale Refrigera Industriale s.r.l.

The following general terms and conditions apply to all sales offers, to all purchase orders and, once accepted, to all contracts where Refrigera Industriale s.r.l. (hereafter Refrigera Industriale) assumes the role of seller.

The following general terms and conditions therefore prevail, over any provided by the buyer.

Other conditions requested by the buyer shall be valid and applicable only in the event of explicit acceptance by Refrigera Industriale.

1) OFFERS, ORDERS AND SALES CONTRACTS

The offers, proforma invoices and unilateral statements, made by Refrigera Industriale shall lapse and shall be considered null and void unless expressly accepted by the buyer within the period of validity indicated therein, pursuant to and for the purposes of articles 1328 and 1329 of the Italian Civil Code.

The following general terms and conditions, duly signed for acceptance, must be sent to Refrigera Industriale at the same time the purchase orders or acceptance of the sales offers are sent.

The Contracts shall be deemed for all intents and purposes concluded when Refrigera Industriale receives copies of the offers and the following terms and conditions duly signed for acceptance, or when Refrigera Industriale s.r.l. accepts the order sent by the buyer, together with the following general terms and conditions, duly signed for acceptance.

Refrigeria Industriale reserves the right to consider orders and offer acceptances not accompanied by the following duly signed terms and conditions as not sent.

The offer can be effectively revoked in any form pursuant to and for the purposes of art. 1328 of the Italian Civil Code; the buyer may revoke the order within 5 (five) working days following receipt by Refrigera Industriale. Upon the expiry of said period, the order shall automatically become effective and irrevocable and shall remain so until the thirty-first working day following the delivery date planned in the order thereof.

The subject of the contract is that indicated by the offer and by the acceptance of the order, as supplemented by the following terms and conditions.

2) DELIVERY

Delivery of products covered by the Contract (hereafter the "Products") is intended performed by Refrigera Industriale with remission of the same to the carrier. Transport of Products therefore occurs at the buyer's risk and peril, even if shipped free on site delivery and/or with vehicles which provide the service on behalf of Refrigera Industriale.

Refrigeria Industriale shall send the order confirmation within 5 (five) working days from receipt thereof.

The delivery date indicated by Refrigera Industriale s.r.l. in the order confirmation or in the sales offer must be considered as without limitation, albeit purely indicative of the period in which the delivery will take place and, therefore, Refrigera Industriale may in no event be held liable for its failure to comply. In these cases, without prejudice to the conclusion of the Contract, Refrigera

Industriale shall communicate changes in the planned delivery terms to the buyer. Any failed receipt of the order confirmation must be reported, under penalty of forfeiture, by e-mail or fax, to be sent within 8 (eight) days from the order.

Refrigera Industriale shall process the purchase orders and acceptances of sales offers according to the chronological order of arrival and subject to availability of the Products ordered at the Refrigera Industriale warehouse.

3) PRICES

Product prices are those specified in the order confirmation and/or the sales offer. Taxes, fees and ancillary expenses shall be borne by the buyer. Payments are always intended as net at the seller's domicile.

4) DEFAULT INTEREST

In the event of delayed payment by the buyer, Refrigera Industriale shall charge the same interest on late payments as determined pursuant to art. 5 of Italian Legislative Decree no. 231/02.

5) NON-PERFORMANCE OBJECTION

Pursuant to and for the purposes of article 1460 of the Italian Civil Code, in the case of late and/or partial payment and/or however payment not in compliance with what is due by the buyer in his current and future payables to Refrigera Industriale, however relative to trade relations occurring between the parties, Refrigera Industriale shall be entitled to immediately suspend any supply of the Products in progress or to be carried out after the expiry date of the terms within which the aforementioned payment should have been fully paid by the buyer.

6) BUYER SOLVENCY

In the event that following the signing of the sales contract, Refrigera Industriale deems that the buyer's conditions of solvency and/or generic credit guarantees no longer exist, they can at their absolute discretion keep the undelivered products and/or suspend the execution of orders in progress and/or not process new orders received after said finding, without prejudice to other remedies provided by law or Contract.

7) CHANGES

Refrigera Industriale reserves the right to make any technical modifications and/or change product prices without prior notice to the buyer, even after the conclusion of the Contract.

8) WARRANTY AND PRODUCT DEFECTS

Warranty for Products shall mean exclusively granted under the terms herein specified below, with the express exclusion of the applicability of articles 1490 and 1497 of the Italian Civil Code to the Contract.

Refrigera Industriale guarantees that the Products are free from defects and/or faults for a period of 12 (twelve) months, commencing from the date of shipment, provided that the buyer is in good standing with the payment of the amounts due to Refrigera Industriale for any reason. All and any

disputes and/or claims with respect to the execution of the Contract, including models and/or quantity of products other than that ordered and/or delivered and/or shown in the transport documents, alleged defects and/or faults in the Products must be reported, under penalty of forfeiture, in writing by Email or Fax to be sent within 8 (eight) days of receipt of the goods. The dispute or claim does not suspend the buyer's obligation to pay for the Products on the agreed dates.

At the absolute discretion of Refrigerera Industriale the buyer shall be entitled to the free replacement and/or repair and/or modification of faulty Products, which the buyer is required to send at the seller's expense to the warehouse of Refrigerera Industriale, accompanied by the related invoice number and a comprehensive description of the defect and/of fault, subject to verification by Refrigerera Industriale staff of the imputability of the alleged defects and/or faults to Refrigerera Industriale.

Any changes of any kind made by the buyer on the Products (such as for example, in the case of Products which have been transformed or subjected to loads in excess of those allowed, Products which have worked in conditions other than those established by the seller, Products which have been damaged by impurities in the buyer's system or have been in any way tampered with by the buyer) automatically excludes any dispute and/or claim. However, it is agreed that the replacement and/or repair and/or modification of the Products by Refrigerera Industriale does not in itself constitute acceptance of the buyer's claim and therefore any other right even for compensation of the buyer and any other obligation of Refrigerera Industriale is excluded. In the event of out of warranty replacement and/or repairs and/or modification of the Products the customer shall be charged all expenses incurred by Refrigerera Industriale, for the aforementioned work on the Products. If at the sole discretion of Refrigerera Industriale no defect and/or fault attributable to Refrigerera Industriale is found, the latter will charge the buyer all expenses incurred for the examination of the Product.

Refrigerera Industriale does not assume any responsibility for any direct, indirect or consequential damages that may arise from defects and/or delivery delays of the Products, regardless of cause, including material and/or manufacturing defects.

Repaired or replaced Products are returned to the customer at the assigned site.

The buyer declares to be fully informed with regards to the destination and use of the Products, after confirming all technical data and drawings, proposals, notes etc., shown in the catalogues, brochures and documents. Therefore Refrigerera Industriale does not accept any claims and/or liability for malfunction or claims for suitability of the Products, due to a use other than that specified.

9) APPLICABLE LAW AND JURISDICTION

For the purposes of these general terms and conditions, the obligations arising under the Contracts, Offers and Orders shall take place at the warehouse of Refrigerera Industriale Srl of Pordenone.

This Contract, the Offers and Orders are exclusively subject to Italian Law, which regulates the conclusion, implementation and termination, and under which the Contract, Offers and Orders shall be interpreted, also for the purpose of resolving any disputes which may arise.

Any dispute subject to Italian Law shall be referred to the exclusive jurisdiction of the Court of Pordenone.