

DEFINITIONS By “Dervet” is meant Dervet S.r.l., with registered offices and plant in Pandino (CR) -26025- Via De Gasperi, 25 – VAT no. 01433620190 By “Buyer” is meant the client, individual or company that stipulates a purchase contract with Dervet.

1-ORDERS

1.1 Orders are binding on the Buyer from the time that they are signed, while they become binding on Dervet only if not rejected within 90 days of receipt thereof.

1.2 Dervet, after ascertaining that the order received contains all the necessary information, will send the Buyer a confirmation of order indicating the characteristics of the product purchased, the price and week of scheduled delivery. The confirmation of order is understood as accepted without reservation ten days after being sent. For purposes of filling orders, the contents of the confirmation of order are final.

1.3 In cases where a guaranty or down payment is required at the time of the order, or payment in by irrevocable letter of credit, and when the Buyer has to complete the technical data necessary to fill the order, work will not start and/or the delivery date will not be confirmed until Dervet receives the guarantee or down payment or letter of credit required, or until it receives the technical data.

1.4 If the Buyer should decide, after the order has gone into production, to change any of the characteristics of the product ordered, this will necessitate reprogramming the delivery date and a surcharge on the price to cover the cost of the alteration to the product in the course of its manufacture. The new supply conditions will be confirmed with a new confirmation of order. All additions and changes to the original order shall be valid only if made in writing and countersigned by an employee of Dervet endowed with the necessary authority to bind the company.

1.5 If the Buyer should cancel an order or withdraw from the contract or should refuse to take delivery of the goods order, in addition to losing the down payment, the Buyer will be required to pay Dervet, an indemnity, according to the terms of art. 1382 c.c., in the amount of 30% of the amount of the order in addition to reimbursement of the additional damages and any expenses sustained.

2-RESERVATION OF OWNERSHIP

2.1 Until such time as total payment of the products supplied has been made, Dervet shall

retain ownership as per articles 1523 and thereafter of the Italian Civil Code and is therefore authorized to have the privilege per art. 2762 c.c. transcribed for precautionary purposes and without endangering its reservation of ownership. This privilege is implicit in installment sales. Dervet reserves the right to notify, by registered letter, the owner of the real estate in which the products covered by its reservation of ownership are placed.

2.2 If the goods are subject to expropriation or seizure by third party creditors, the Buyer shall have it noted in the minutes that the products are covered by a reservation of domain in favor of Dervet and shall notify the latter by registered letter within 24 hours. Any damage to Dervet by other behavior of the Buyer shall be for the account of the latter.

3-DELIVERY

3.1 Delivery is made “ex-works” from the Dervet plant. All risks related to shipment and transport are for the account of the Buyer from the time of delivery to the forwarder or carrier.

3.2 Goods are shipped, in any case, for the account and at the risk of the Buyer, even when delivery is made to the Buyer’s address. The Buyer shall provide directly for unloading the goods from the vehicle even transported by Dervet.

3.3 Dervet shall notify the Buyer of the exact date when the goods will be ready in its plant and shall establish with the Buyer whether shipment is to be arranged directly by Dervet, through carriers, with the charge in the invoice, or by the Buyer who can collect the goods with its own means or through the carrier of its choice.

3.4 Terms of delivery are orientative and may never be considered binding. Delays, for whatever reason, do not give the right to terminate the contract or demand any direct or indirect damages. The Buyer expressly waives the right to apply any request, action or objection in this connection.

3.5 Dervet reserves the right to invoice the goods and require payment as agreed in the delivery terms for goods not collected after notice of goods ready has been duly given.

4-PRICES

4.1 The prices, unless agreed otherwise in writing, are for goods disassembled, delivered “ex-works” and therefore not inclusive of any and every accessory cost and shall be those in the

price list in effect at the time of receipt of the order by Dervet, save possible discounts reserved to the Buyer to be agreed upon case by case, specified in the offer or confirmation or order, or in the copy of the order.

4.2 To be valid, offers of prices made verbally or by telephone must be confirmed in writing. The validity of prices quoted shall be 30 days from receipt of the offer, unless specified otherwise in the offer itself.

4.3 Dervet reserves the right to modify its prices at any time and without notice, and to bill any extra costs for storage or deposit of the goods for the account of the Buyer.

5-PAYMENTS

5.1 The terms of payment start from the date of issue of the invoice.

5.2 Payments shall be made to the address of Dervet and may not be suspended or delayed for possible claims of any kind whatsoever.

5.3 In case of delayed payment the warranty will be suspended and Dervet will have the right to suspend or cancel all orders until payment is made of the balance due plus interest which will be charge with full right, without to need of any request, from the expiration of the payment term in the annual measure corresponding to the official discount rate current during the time of delay, increased by seven points. In any case, all right remain in effect as regards any additional damages.

5.4 Unless otherwise agreed between the parties in writing, installments shall be paid with promissory notes or drafts that the Buyer hereby authorized the seller to issue and agrees to accept; in either case, they will be issued on a "pro solvendo" and not on a "pro soluto" basis and any renewal will not constitute a renewal of the original obligation. In case of failure to pay a single installment, aside from the provisions of art. 1525 C.C., Trabasco will retain the right to take legal steps to obtain the entire balance due and the Buyer will lose the benefit of the extended terms, or the seller may repossess the goods without returning the installments paid, that will be kept as an indemnity for their use, save any demands for additional damages regarding the state of the goods at the time of their return. The payment agreed by draft or promissory note does not affect the obligation of the Buyer to pay at the address of Trabasco (art. 1498 c.c.)

5.5 The amount paid at the time of the order is to be considered, according to the terms of art.

1385 c.c., as a down payment on the goods and reimbursement of damages in case of breach of contract by the Buyer. The down payment will, however, be calculated against the price following fulfillment of the terms of the order.

5.6 In case of delays in the delivery of the goods not attributable to Dervet, the seller is authorized to issue the relative invoice and the terms of payment shall start from the delivery dates indicated in the contract.

6-CLAIMS

6.1 Claims submitted by registered letter within eight days of the arrival of the goods are valid if based on the functional aspects of the goods and not on comparison with illustrations or advertising material, as Dervet reserves the right to make any changes it deems advisable in its products at any time, without the Buyer being able to lodge any claims in this connection.

6.2 As regard exterior and interior surface finishing of the refrigeration doors, any equipment or accessories, claims are not accepted after the date of delivery.

6.3 Claims are not accepted on goods damaged in shipment or subsequent handling.

7-WARRANTY

7.1 Dervet guarantees the goods supplied for two years from the date of shipment under normal conditions of use. For components not produced by Dervet the manufacturers' warranties are effective.

7.2 The Following are not covered by the warranty: electric and electronic parts, glass and crystal parts and any damage caused by handling of the goods after delivery to the carrier at the Dervet plant. The warranty does not apply in case of improper use or neglect of maintenance of the product by the Buyer or end user, or by third parties, or for other damages not attributable to Dervet. The warranty does not include and may not be considered to extend in any case to direct or indirect damage to persons or property, nor does it give the right to terminate the contract.

7.3 Goods supplied under the warranty are delivered ex-works from the plant in Pandino – Italy. Travel costs and expenses for personnel sent to repair products under the warranty are for the account of the Buyer.

7.4 Any and every adaptation of the goods supplied with local laws in the country where the products are installed shall be made at the specific request of the Buyer as Dervet supplies all warranties according to Italian regulations.

7.5 In no case and for no reason may the Buyer suspend or delay payments or the fulfillment of other obligations to Dervet.

8-FINAL CLAUSES

8.1 Upon termination of the contract, for any reason whatsoever, no indemnity shall be due to the Buyer.

8.2 These conditions and this contract are governed by Italian law and the only valid text for their interpretation shall be the Italian text, even if translated into other languages.

8.3 Any controversy that should arise between the parties regarding the interpretation and performance of the contract will be for the exclusive jurisdiction of the Court of Crema, Italy, with total exclusion of any other court which may claim jurisdiction according to the Italian and international procedural rules.