



MAIN TERMS OF SALE

1 – CONDITIONS:

The acceptance by the buyer of the offer or the order confirmation of the seller, even when it occurs with the simple execution of the contract by conduct conclusive, includes the application of these sale conditions. They may be departed from only in writing by the parties, and even then these sale conditions continue to apply continue in the nonwaived. Any general conditions of the buyer will not apply, even partially, unless expressly agreed in writing to CEAR srl.

2 – DRAWINGS AND DESCRIPTIVE DOCUMENTS:

Any design, document information, technical or software, transferred to the buyer, before or after conclusion of the contract, are in the exclusive property of CEAR srl. These drawings, documents, technical information or software don't can be used for extra contractual purposes by the buyer, or copied, reproduced, transmitted or communicated to third parties without the written consent of CEAR srl.

Any buyer's design, document information technical or software remitted to CEAR srl before or after the award of the contract can not be used for extra contractual purposes by CEAR srl, or copied, reproduced, transmitted or communicated to third parties without the buyer consent, when they:

- a) are covered by a patent or other industrial or intellectual property right of the purchaser,
- or
- b) have a secret character and also the buyer has expressly indicated to the seller in writing of his intention to reserve the exclusive right to exploit.

3 – PROPERTY

In case of deferred payments, the goods delivered remain the property of CEAR srl until full payment.

The buyer undertakes to do everything necessary to give effect to reservation of ownership in the most extensive for CEAR srl, he is also committed to working with the seller in the measures necessary for the protection of property rights of the seller.

CEAR srl is authorized to make, at the expense of the buyer, all formalities required to make opposable the property to third party.

The buyer can not resell, assign, as collateral, the unpaid goods and he must be immediately disclose to CEAR srl, by means of registered letter, enforcement procedures, that on the application of third parties, affected goods.

4 – TESTING

The testing will be performed at the establishment of CEAR srl.

The test report will be attached to the engines if required.

Normally it is not necessary the presence of Cear technicians for start-up and/or testing, however, is not included in the price of supply.

Any testing should be forewarned attended 20 days before the date of delivery and will be billed separately at the ANIE (Federation of Electrical and Electronic) rates, according to the time of performance.

5 – WARRANTY

This guarantee, as a result formulated and with no limitations, is the only warranty provided by CEAR srl and it is substitute and not supplementary to the ordinary legal guarantee; CEAR srl guarantees the correct operation of its products and the absence of defects on the used material for a period of 12 months from start-up and no later than 18 months from the date of the transport document, with repair and/or free replacement of defective parts if performed besides our establishment of Montorso Vicentino (Vicenza – Italy).

Failures due to incompetence, negligence, tempering or unauthorized changes in advance are excluded from any commitment.

CEAR srl will not be liable for any indirect, consequential or loss:

- turnover
- production
- capital costs
- costs caused by the interruption of the operation.

Once the deadline, the warranty ceases if the supplied engines have not been put in place for any reason.

The repair and/or replacement will be made if the customer, at that time, have fulfilled its obligations.

Customer may not suspend the performance of its obligations when he invokes such warranty.

Shipment of any alleged failure by Customer to CEAR srl and later from CEAR srl to the Customer, will be made by customer care.

If, during the warranty period, the customer requires the presence of a technician of CEAR srl at its headquarters or at the end user customer, that service shall be deemed paid and based on current ANIE rates at the time of performance. The wear parts and the related damages, that might occur due to the lack of control by the customer on the degree of wear, are excluded from the warranty

6 – LIABILITY

The goods produced by CEAR srl and exported in the European Union countries, are designed and manufactured in compliance with European reference standards. It will be the sole responsibility of the buyer to verify the compatibility of the product with the rules in force in the destination country, as well as installing the product in accordance with current legislation in the importing country. CEAR srl is specifically exempted from any liability for direct or indirect damages to persons or property arising from transportation, installation, maintenance or use of the products supplied, or by their faults or defects with the exception of cases where the exclusion or limitation of liability is not permitted under the law.

7 – YIELD

Unless otherwise agreed, the supply is EXW, upon notice of ready goods. Even if it is agreed that the shipment, or partial shipment is made by CEAR srl.

The goods travel at buyer's risk even if the transport is carried by CEAR srl or the goods are sold in prepaid transporation.

Shortage or damage arising from the carriage completely exclude the liability of seller.

8 – PACKING

The cost of package, unless otherwise established and written in the confirmation, is borne by the buyer.

9 – COMPLAINTS

It's buyer's responsibility to verify the compliance and integrity of the purchased goods.

Any complaints must be received by registered letter not later seven days from receipt of goods.

In case of hidden defects this deadline runs from the discovery. On expiry of the warranty period, complaints are not allowed, even for hidden defects.

Defective parts will not receive any request for reimbursement for repair costs or losses of production, but only on free ex-

10 – TERMS OF DELIVERY

The terms of delivery are only indicative and not binding. They are subject to all circumstances of any kind which may intervene to prevent or hinder or delay the normal and continuous process of production of our establishment.

The delivery period begins from the day when the order has been perfected and defined in every detail.

The delivery date will be automatically extended for a period equal to the delay in payment of the share advance.

Similarly, when a buyer, or other person designated by him, must notify working arrangements, technical data or other instructions for the preparation of the goods, the delivery of goods shall be automatically extended for a period equal to the delays in communication.

In case of changes in commodity, agreed between the parties after the date of conclusion of the contract, the delivery will be automatically extended by the period reasonably necessary to make such changes.

11 - PENALTY FOR LATE DELIVERY

Not applicable unless expressly agreed in the offer and formally confirmed by CEAR srl in the definition phase of the order.

12 – CANCELLATION OF ORDERS

The deadline to cancel the pending order is 7 days from their confirmation.

13 – PAYMENTS

In case of late payment is fixed a rate payments equal to the rate set by European Central Bank, increased by 7 points. However, in express derogation from Article 4 – 1st paragraph of Legislative Decree No. 231/2002, default interest shall be payable only after the formal act of formal notice sent by registered letter, from the creditor to the debtor's domicile.

14 – RESOLUTION OF A CONTRACT

CEAR srl will be entitled to terminate the contract with the immediate effect, holding a penalty any sums already collected, and unless further damage in case of:

- breach of the obligations laid out in the buyer (Art. 3 property);
- default in payment agreed;
- breach of confidentiality.

15 – DISPUTES

Any dispute arising under this contract will be referred to the Conciliation Desk Chamber of Commerce of Milan (Italy) and resolved in accordance with the Rules of Conciliation has adopted. In any case, the competent law Courts is Vicenza (Italy).

To the extent not covered by these sale conditions will apply to the Italian law.

16 – CONTRACTUAL LINK

No exception, save that of nullity, annulment, or rescission of the contract, it will be opposed by the buyer, in order to delay or avoid payment. No legal proceedings, however, be experienced by the buyer will be automatically prosecuted if he will not carry out all the benefits and performance of all the obligations that are expired or are due to expire during the course of the proceedings instituted

17 -PRIVACY

The parties mutually agree that the data provided will be used exclusively to achieve the purposes set out in the contract and to fulfill the related legal obligations, including tax or accounting. The information will be treated with either computerized or manual recording method and in any event will be held in secure environments.

The data and process information may be disclosed to third parties operating abroad, solely for the purposes specified.

The data and information processed will not be disseminated.

You may exercise all rights under Art. 7 of the Decree (including the right of access, correction, updating, objects to data processing and cancellation).

18 – PROVISIONS FOR OCCUPATIONAL SAFETY (SUPPLIER COMPLIANCE CERTIFICATE)

Cear srl certifies to the Customer that complies and will continue to comply with all applicable labor laws and regulations, including, without limitation, all applicable laws and regulations relating to matters such as child labor, forced or prison labor, and wages and hours, and are and will continue to be properly registered under any such laws and regulations requiring registration; complies and will continue to comply with all applicable laws and regulations prohibiting discrimination in hiring and employment practices; complies and will continue to comply all applicable laws and regulations relating to providing employees with a safe and healthy workplace; and do not and will not engage in violation of applicable laws and regulations in the production and manufacture of goods furnished to the Customer.

Date.....

The buyer

The seller

.....

.....

The buyer expressly declares to know and accept the terms of point:

1 – conditions; 5 – warranty; 6 – liability; 7 - yield; 9 – compliants; 10 - terms of delivery; 11 – penalty for late delivery 13 – payments;
14 - resolution of a contract 15 – disputes; 16 – contractual link.

The buyer

.....