

### 1. GENERAL TERMS

The following general terms are valid for all orders and customers except those who are granted specific sale terms, except from orders placed in Italy.

### 2. OFFERS AND ORDERS

- 2.1 Written orders only are accepted.
- 2.2 This proposed contract is binding for the client; for "Tecfrigo SpA" it is only after the written acceptance of the same by its legal representative, or by the direct execution of the equipment through delivery.
- 2.3 The offers are valid for 3 months, unless otherwise agreed and / or price list increases occurred during this period of time. If these terms have passed by, a new offer will have to be issued.
- 2.4 The contract might be suspended, even when previously accepted, if any changes in the solvency of the Customer occurs, or in case the Customer is insolvent in respect to agreed payment terms of previous supplies.
- 2.5 Tecfrigo SpA accepts cancellations from Customers, who are committed to pay penalty of 33 % of the price stated in the order acknowledgment.
- 2.6 Technical data written ( sizes, weights etc...) on the documents ( for instance price list) are for information only and are not binding for Tecfrigo SpA
- 2.7 Tecfrigo SpA reserves to bring improvements to equipment, which, without changing the essential features of it, should result necessary or appropriate.
- 2.8 For customized and /or items modified on customer request ( out of standard equipment/ optional) a deposit amount is required, consisting in the 20 % of the item net price.
- 2.9 Any changes to the order acknowledgment will be accepted if received, in written form, by our sales department within 24 hrs.

### 3. PRICES

- 3.1 Prices are all intended net and excluding vat; including standard packing.
- 3.2 Prices are intended ex-works, if not explicitly indicated.
- 3.3 Accessories are not included, if not explicitly indicated.
- 3.4 The price shown on the invoice will be the same as the one in the order acknowledgment, except from different conditions agreed in written form.

### 4. PAYMENTS

Bank transfer in advance prior the goods being released to your appointed forwarder, unless different agreements. Our bank:  
BPER BANCA SPA - BRANCH CASTELNOVO SOTTO (RE)  
IBAN = IT 60 C 05387 66270 000000003840 --- SWIFT = BIC = BPOMIT22

### 5. DELIVERY

- 5.1 All deliveries are ex-works (incoterms®, latest version edited by ICC), un-cleared, visa unpaid.
- 5.2 Delivery date: any time or date of collection is approximate and not binding.
- 5.3 Any probable delay due to force majeure (eg., strikes, serious weather events etc..) or generated by any obstacle, in no way imputable to Tecfrigo SpA, relieves the company itself from any refund for direct or indirect damages.
- 5.4 The goods are considered delivered to the purchaser, when they are released to the carrier or freight forwarder or to whomever has the responsibility to take possession of them. The goods travel at purchaser own risk even when they are transported by Tecfrigo SpA or shipped at free port: the purchaser will not have the possibility to object to prices or transport means cheaper than those used.
- 5.5 Any claim relative to: package, quantity, number or external features of the goods, will have - at risk of failure- to be immediately notified to the carrier on the delivery note and notified to Tecfrigo SpA by means of written communication, at risk of failure, within 8 days from the date of goods receipt. Possible claims relative to faults not detectable through careful check at the moment of receipt ( hidden defects) will have to be notified to Tecfrigo SpA by written communication, at risk of failure, within 8 days from the date of

detection of the fault and in any case not later than 12 months from the delivery.

### 6. PACKING

- 6.1 Standard packing are included in prices.
- 6.2 For wooden crate packing refer to price list conditions ( pricing and timing)

### 7. RETURNS

- 7.1 Returns of equipment are not admitted
- 7.2 Any exception will have to be authorized in written form by Tecfrigo SpA, all the costs deriving from the return will be on customer charge and calculated case by case.
- 7.3 Any credit note will be deducted from the incoming invoice.

### 8. WARRANTY

- 8.1 The warranty is already deducted from the calculation of your discount.
- 8.2 We decide time after time (in case of problem) to supply spare-parts under warranty.
- 8.3 Within a period of 12 months from delivery, if the customer detects some faults in the products, he shall timely send a written note about it to Tecfrigo SpA, which - once verified the fault- finds a remedy to it.
- 8.4 The transport costs of the products that the customer reports as to be not compliant or faulty will be charged to the purchaser ( being understood what is said at point "7") . The electrical and electronic parts, the glasses and all those components which are by nature subject to wear and tear are excluded from warranty.
- 8.5 Tecfrigo SpA will estimate case by case whether to fix or replace the faulty goods. This warranty replaces what the law provides for and excludes Tecfrigo SpA from any other liability arising, for example: loss of profit, deterioration of stored products, etc
- 8.6 The products repaired or replaced under warranty will be subject to the same above conditions.
- 8.7 Any guarantee and related activities (such as repair of the product) must be authorized in writing by Tecfrigo SpA.
- 8.8 The warranty is void in the event of improper use of the equipment in respect to what reported in the use instructions manual. The warranty is void in case of product tampering.

### 9. TESTING (working parameters)

- 9.1 The equipment manufactured by "Tecfrigo SpA" are tested respecting temperature and humidity that are listed in the catalogue / price list of the equipment chosen.
- 9.2 Tecfrigo SpA assumes no responsibility for failure to comply with this information.

### 10. SPECIAL NOTE

- 10.1 In case of spare parts orders with a total value equal or lower than € 40,00, we apply a surcharge of € 40,00 as "order processing charge". Any possible freight costs will be further added ( they are not included in the order value)
- 10.2 The offers are valid for units in standard execution, as per our catalogue. In case of: air freight shipment, installation over 900 mt above sea level, please contact us.
- 10.3 Voltage and frequency: 220V/1Ph/50Hz ( available on request 115V/60Hz and 220V/60Hz with extra cost, if possible).
- 10.4 Visa: if required they are totally on customer charge. We can provide for one original invoice and one certificate of origin certified by our local Chamber of Commerce.
- 10.5 Inspection of the goods : if required, it must be agreed with the sales dpt. of "Tecfrigo SpA" before placing the order.

### 11. LAW AND VENUE

- 11.1 Any disputes arising from or in connection with contracts between the Customer and "Tecfrigo SpA" that cannot be settled friendly are to be determined pursuant to Italian law. However, if the customer is resident outside the European Union the disputes must be determined pursuant to Italian law.

*In compliance with the requirements of Directive 2012/19/EU (WEEE), and national transpositions, Tecfrigo fulfills its obligations in advance, including in the discount applied to customers a portion aimed at covering the end-life costs of the equipment.*