

## **General Conditions of Sale**

### **1. Buyer's acceptance of general conditions of sale**

These General Conditions of Sale shall apply to every Contract of PIUSI USA, Inc. ("Seller") for the sale of goods or articles ("Products") to any person who has purchased or agreed to purchase Products from Seller (the "Buyer"), unless Seller otherwise specifically agrees in writing. By placing any order for Products, the Buyer agrees to these General Conditions of Sale. Any other terms and conditions which may at any time be indicated by the Buyer, in the Buyer's order form or otherwise, shall be null and void and shall have no effect, even if not expressly objected to by Seller.

### **2. Acceptance**

Any order of Buyer may be accepted by Seller in whole or in part. No order of the Buyer will be binding upon Seller unless accepted by Seller on Seller's form of Order Acknowledgment, signed by an officer or employee of Seller duly authorized to sign on behalf of Seller. Seller may not accept orders below a minimum amount of \$50.00 USD.

### **3. Prices**

Unless otherwise agreed by Seller in writing, the Buyer will pay the prices of Seller for the Products in effect at the time of shipment. Packing is charged at cost price.

### **4. Time of Delivery**

Any delivery dates specified by Seller will be deemed to be estimates only, unless specific commitments are made in writing by Seller. By placing an order, the Buyer agrees that the time of delivery of the Products is not of the essence, and waives any and all claims arising from any delay in delivery. Seller reserves the right to cancel in whole or in part, or to suspend or delay, in whole or in part, any orders due to (i) exigencies of Seller's production or delivery schedule, and (ii) any event in the nature of *force majeure* or beyond Seller's control.

### **5. Delivery of goods and risk of loss**

Products ordered by the Buyer will be delivered to the Buyer ex Seller's warehouse or place of business. Unless otherwise specifically agreed by Seller in writing (i) risk of loss or damage to the Products shall pass to the Buyer upon delivery of the Products by Seller to a carrier, properly packaged for transportation according to Seller's ordinary packaging method, (ii) Seller shall not be required to procure insurance to cover the Products in shipment, (iii) any shipping arrangements made by Seller with carriers or forwarding agents at the Buyer's request shall be made solely on the Buyer's behalf and at the Buyer's sole cost and risk, and (iv) any agent appointed for such shipment shall be solely the Buyer's agent for all purposes.

### **6. Shipping of goods and related costs**

The Buyer shall pay all costs and charges of any kind or description related to shipping the goods from Seller's warehouse or place of business to their eventual destination.

## **7. Terms of payment**

Payment by the Buyer is due on the date shown in the Seller's invoice. In the event of any delay in payment, Seller shall have the right to suspend deliveries and may, at its option, terminate the Contract, as well as any other contracts with the Buyer, and hold the Buyer liable for damages. In the event Seller does not receive any payment by the due date, the Buyer shall pay to Seller interest on the unpaid amount, from each day from the due date to the date payment is actually received by Seller, at the maximum rate allowed by applicable law. Seller's right to such interest shall be in addition to, and not in lieu of, all other rights and remedies arising by reason of such non-payment. Any payment received by Seller may be applied to any outstanding balance owed by the Buyer or Seller, as Seller, in its sole discretion, may determine, any instructions of the Buyer to the contrary notwithstanding.

## **8. Limited warranty – Limitation of remedies**

Seller represents and warrants for a period of twenty-four (24) months after the date of delivery that the Products shall be (i) manufactured in accordance with the agreed upon specifications, (ii) merchantable and free from defects in material and workmanship, and (iii) conveyed with good title, free from any liens, security interests or other encumbrances. Seller's sole obligation in the event of a breach of such warranty shall be to provide at no charge to Buyer repair works or replacement parts for all defective parts, if repair is not possible at Seller's reasonable judgment. Such operations shall be carried out at the Seller's or manufacturer's factory. A written return authorization from Seller shall be required prior to returning any Products, parts or goods to the Seller. All returns shall be subject to verification on arrival at the location specified for the return of Products in such written authorization. All costs of shipment of the replacement parts to Buyer shall be pre-paid by Buyer. Returns will not be accepted without prior return authorization from Seller and without transport costs being pre-paid by Buyer. All replaced parts shall be sent to Seller and shall become the property of Seller upon their replacement. As far as the components parts are concerned, for those purchased from third parties and then simply assembled into Products, Seller's representations and warranties shall extend for a period equal to that indicated in each original warranty, and the remedies available to Buyer shall be limited to those indicated in each such original warranty.

Warranty claims hereunder must be made promptly and in writing; must recite the nature and details of the claim, the date the cause of the claim was first observed and the serial number of the Products concerned; and must be received by Seller no later than the date of expiration of the warranty period provided for above.

Seller shall have no obligation under the above mentioned warranty in the event that:

- (a) replacement of Products or parts shall have been required through normal wear and tear or necessitated in whole or in part by force majeure, or by the fault or negligence of Buyer or third parties; or
- (b) the Products or parts have not been properly used, maintained, or repaired in accordance with Seller's or manufacturer's then applicable operating and/or maintenance manuals and/or instructions, whether by Buyer or by third parties, or shall have been modified in any manner or dismantled without prior written consent of Seller; or
- (c) the defect is due to any other action attributable to Buyer or third parties.

THE WARRANTIES SET FORTH HEREIN ARE INTENDED SOLELY FOR THE BENEFIT OF BUYER. ALL CLAIMS HEREUNDER SHALL BE MADE BY BUYER AND MAY NOT BE MADE BY BUYER'S CUSTOMERS.

EXCEPT FOR THE ABOVE LIMITED WARRANTY, SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

The Buyer takes complete and entire responsibility for ascertaining whether the Products meet the requirements of or are suitable for the Buyer's intended use.

The sole and exclusive remedies for breach of any and all warranties and the sole remedies for Seller's liability of any kind (including liability for negligence) with respect to the Products and all other performance by the parties under or pursuant to the Contract shall be limited to the remedies provided for in the limited warranty provisions herein.

IN NO EVENT SHALL SELLER'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES.

## **9. Claims**

The Buyer shall make all payments in accordance with the terms of the Contract, notwithstanding any claim for any alleged fault, defect or irregularity in the Products. In the event of any delay in payment, Seller may, at its option, terminate the Contract and hold the Buyer liable for damages.

Any claim by the Buyer with respect to shortage, damages or discrepancy in shipments or noticeable defects of Products must be made in a writing dispatched to Seller, by certified or registered mail, return receipt requested, not later than 8 (eight) days from the date of delivery of the Products with respect to which the claim is made.

The Buyer may not accept only a part of the Products delivered. Acceptance of any part of the Products ordered shall constitute acceptance of all the ordered Products, whether or not the Products are all tendered in one shipment.

## **10. Termination of contract**

Seller, without incurring any liability or obligation to the Buyer, shall have the right to terminate the Contract, in whole or in part, or to delay delivery, in whole or in part, at any time in the event Seller experiences difficulties in obtaining regular or sufficient supplies of finished goods, raw materials or auxiliary materials, or in case of other *force majeure* events or events outside Seller's control.

## **11. Applicable law and jurisdiction**

The Contract shall be governed by and construed in accordance with the law of the State of Florida, without giving effect to conflict of law principles.

Any and all litigation or disputes arising out of or in connection with the Contract or the Products shall be conducted in the courts of the State of Florida, except that Seller, at its option, may commence and prosecute such litigation in any jurisdiction in which the Buyer may be located or found or may do or transact any business. The Buyer waives the right to

trial by jury in any litigation, consents to the jurisdiction of the courts of the State of Florida, and agrees that any and all process may be served upon the Buyer outside of the State of Florida with the same force and effect as if such service had been made in the State of Florida.

## **12. Costs of collection**

In the event Seller retains a collection agency to collect any amount owed by the Buyer, or institutes legal proceedings to collect such amount or to enforce any right under the Contract, Seller shall be entitled to recover from the Buyer reasonable collection and/or attorneys' fees, costs, and expenses paid or incurred by Seller.

## **13. Modifications**

The Contract cannot be orally changed, modified or amended, in whole or in part. Any change, modification or amendment, to be effective, must be in writing, signed by an officer or employee of Seller duly authorized to sign on behalf of Seller.