



antico olindo e cesare
MIXING EQUIPMENT, AERATORS & REACTORS



GENERAL SALES TERMS AND CONDITIONS (GSTC)

1 – INTRODUCTION

These conditions govern all the sales of equipment and components by Antico Olindo e Cesare (hereinafter also referred to as the Vendor), and are valid no matter what the Buyer's general purchase terms are (hereinafter also referred to as the Customer). When an order is issued, it implies full and total acceptance by the Customer of all the clauses and conditions that are contained in these General Sales Terms and Conditions. Consequently, the Customer waives all right to apply its own general purchase terms and, in the event of a contradiction between these GSTC and the Customer's general terms, the former will prevail. Any other agreements that are not covered by these GSTC must be agreed in writing between the parties, and will only become valid if expressly accepted in writing by Antico.

Antico reserves the right to amend these GSTC at any time, and in this case the amendments will be applied to any order that is issued after the date of the amendments.

In the event Antico does not apply any of these conditions for a given period, it does not constitute an exception to the Vendor applying said conditions or any other conditions in the future.

2 – DRAWINGS AND DOCUMENTATION

Weights, measurements and technical features that are indicated in the offer and the other data included in the catalogues, brochures, sketches and pricelists are indicative.

The documentation that is necessary or requested for the contract will be supplied by Antico by email. Express agreement must be reached between the parties to transmit the documentation using another method (e.g. on storage medium) and will be subject to a separate quotation by the Vendor.

3 – OFFERS

The offers are drafted in accordance with the Customer's specifications, and are valid only if they are printed on Antico's business paper. Unless agreed specifically otherwise, the offer is valid for 1 month.

4 – CONTRACT

The contract is valid once the order has been received and Antico has sent written confirmation to the Customer. The confirmation sent by Antico automatically and completely replaces the Order, expressly for any parts that are different from the Order. Order acceptance may be subject to authorisation by government departments and export and import authorities.

When the order is issued, the Customer confirms that Antico has supplied the necessary information to ascertain the suitability of the equipment or services, and to take the necessary precautions addressed to limiting the causes and effects of any malfunctions in the equipment or of poor service.

5 – ENFORCEMENT OF THE CONTRACT

The Contract cannot be validly enforced until the agreed deposit in the contract has been received. The contract will be enforced in accordance with the terms in the order confirmation as given in article 4. Any amendment to the contract after it has been stipulated must be expressly agreed in writing further to approval from Antico.

6 – SUBCONTRACTS

Antico reserves the right to subcontract all or part of the project, supplies, services and work established in the Contract with no requirement for approval from the Customer.

7 – TESTS AND CONTROLS

The equipment will be perfectly constructed. All the specific controls, tests and inspections must be agreed in writing before the contract is stipulated and the costs are the exclusive responsibility of the Customer according to the quotation defined by Antico.

8 – PRICES

Unless agreed otherwise, the prices are net of all taxes on unpackaged goods and are delivered ex-works according to the latest INCOTERMS.

All taxes and additional costs are the Customer's responsibility.

The prices are valid for 30 days, unless agreed otherwise.

Antico will update the prices at its own discretion when considered necessary.

All invoices below €600.00 or equivalent in other currencies – excluding taxes – will be subject to administration costs which will be defined. In this case the Vendor reserves the right to unilaterally amend the relative administration cost, which will be applied to the Customer.

9 – PAYMENT TERMS

The payment terms are defined in the contract. Unless agreed otherwise, the following progressive payment terms are applied:

- 30% on receipt of the order.
- 30% with the contract in progress, within 4-6 weeks after the order confirmation has been issued or when the main materials and components arrive in Antico's factory.
- The balance when the products are delivered.

Payment must be made for each consignment in accordance with the payment terms established in these GSTC, unless agreed otherwise in writing.

In the case of late payment with respect to the deadlines given in the invoices, the Customer will automatically be declared in arrears and the Vendor will have the right to charge arrears interest, at the rate given in art. 5 of Legislative Decree 231/2002 (European Central Bank rate according to the latest refunding transactions, plus the given percentage points), which will be applied without any prior notice until such time as the sum has not been fully settled.

The payment terms cannot be delayed for any reason whatsoever, not even in the case of dispute between the Parties.

In the event the Customer does not respect the payment terms, Antico may cancel or postpone future consignments without any indemnity or penalty being due, however without prejudice to the provisions given in art. 19 herein.

Payment options

Unless agreed otherwise, payment will be made in Euros to Antico's registered address, net of all taxes and charges and without any discount, within 30 days from the date of the invoice.

Payment methods

- Bank transfer (cheques are not accepted).
- Irrevocable and confirmed (when requested) letter of credit issued by a leading European bank (for foreign orders). Costs for opening the letter of credit, eventual confirmation, possible bank refund and closing the letter of credit are the Customer's responsibility.

10 – DELIVERY TERMS

The delivery term given in the contract is indicative and will not begin running until Antico has received the following:

- 1) All the necessary information for enforcing the contract, the approval of the drawings by the customer and/or the person appointed for this.
 - 2) The deposit as provided in the contract.
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3) The licenses and authorisations that are required from any official offices, when applicable.

The Customer will comply with all other applicable Italian and International export regulations. The Customer will be responsible for obtaining any import or export licence or authorisation that may be requested at any time for exporting the products from Italy.

Any delivery delays will not give rise to damage claims, indemnity or penalties against Antico, barring the provisions of art. 14 herein.

11 – PACKAGING

If packaging is requested, it is charged to the Customer unless agreed otherwise in writing between the Parties. If no specific instructions are received, Antico will prepare the packaging in the best possible manner for the Customer.

12 – DELIVERY

Deliveries are made in accordance with the INCOTERMS in force when the contract is stipulated (see art. 4).

Unless agreed otherwise, the products are delivered ex-works Antico's factory. When the products are consigned to the transporter, the risk of loss and damage is transferred to the Customer and Antico is thereafter released from any sort of responsibility.

All operations subject to delivery according to the INCOTERMS in force, including, for example but not limited to, transport, handling and positioning on site, are all at the Customer's expense and risk. In all cases, the Customer is responsible for checking the products when they arrive and notifying the transporter of any reserves if required.

Antico reserves the right to deliver the products covered by the contract in partial consignments. Each consignment is intended as a separate sale, subject to the terms of the original contract, which are accepted by the Customer for the transfer of the risk and property of the consigned products, as given in the original contract, unless agreed otherwise between the Parties.

If the Customer does not take possession of the products on the agreed date, the Customer is still bound to pay on the original agreed date.

At its own discretion, and further to agreement, Antico may provide free storage for the products for a maximum of one month, at the Customer's risk. Any storage beyond this term will be charged to the Customer.

13 – RISK TRANSFER

The risk transfer is established according to the INCOTERMS, defined by the International Chamber of Commerce, in the version that is force when the contract is stipulated.

14 – RESPONSIBILITY

Without prejudice to the other provisions given in these GSTC , Antico will not be held responsible in the following cases:

- Failure to respect the payment terms.
- Failure or delay by the Customer in transmitting data and approving the drawings that are required for the contract.
- Failure or delay in delivering the products caused by the failure or delay in issuing the authorisations, licenses and permits or any other provisions that are required for exporting the products by both Italian and foreign authorities.
- Failure to deliver the products due to the failure by government departments, boards and other authorities to issue the authorisations for capital entry and making bank transfers into Italy which mean that Antico is unable to collect all or part of the price for the products.

Likewise Antico will not be held responsible for deterioration, damage or incidents due to:

- Installations that do not comply with current legislations and regulations, due to overloading beyond the specification limits, incorrect assembly.
 - Negligence, incorrect handling, excessive use of the equipment, incorrect or poor maintenance, incorrect manoeuvres by the customer's personnel or by the user.
 - Failure to stop using the equipment when faced with any technical problems and jumps in voltage, working temperature and/or pressure.
 - Using the equipment for purposes other than those for which it was designed or for applications that are not provided for in the technical specifications.
 - Transport by the Customer.
 - Repairs, dismantling, tampering with the equipment or other work by personnel who have not been authorised in writing by Antico.
 - Compromising the equipment further to contact with abrasive and corrosive fluids, and in all cases where substances are used that are not compatible with the equipment construction materials.
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- Storage of the products outside the Antico factory, which does not comply with the Antico recommendations or current standard practice.
- Replacing original parts with other non-original parts without prior written authorisation from Antico.
- Transmission of inexact or incomplete information by the Customer or user. Antico will not be responsible for controlling the exactness or accuracy of said information.
- Any other cause that is not the direct responsibility of the Vendor.
- Cases of Force Majeure, as described in Article 19 herein.

Without prejudice to the above, the Customer acknowledges that any price that is assigned to any products that are proved to be the cause of loss or damage to the Customer will be the maximum sum of damage paid by Antico, and all other claims for damage are excluded.

The Customer undertakes to ensure that its customers and users are aware of and comply with the limits of responsibility defined in this contract.

15 – INTELLECTUAL PROPERTY RIGHTS

Antico is and remains the exclusive owner, or user (in the case the property rights belong to a third party), of the project, drawings, models and all the documents that are given to the Customer for the contract. The Customer may only use the aforesaid for the purpose of the contract.

All the technical documents and news that Antico gives the Customer or which the latter learns of in enforcing the contract, must remain confidential and the Customer or user must not disclose, publish, reproduce or communicate them to others in any manner whatsoever without prior formal written authorisation from Antico.

16 – ADVICE AND ASSISTANCE

Advice and assistance that are freely given will be in good faith but without any responsibility for Antico.

17 – WARRANTY

Antico provides the Customer with the sole mechanical warranty for its equipment for 12 months from the date of delivery ex-works (art. 12 GSTC). Parts replaced under warranty will not extend the duration of the warranty. Components and sub-assemblies that are bought in by Antico will be covered by the warranty issued by the relative sub-supplier.

The Antico warranty just covers the replacement or repair, as decided by the Vendor, at Antico's expense and in its factory, of all the parts that are recognised as faulty by the Antico technical service due to a design or production error. The replacement parts will be sent ex-works. The Vendor will replace or return the parts within the term agreed between the Parties, and will have the faculty to ask the Customer to return the faulty parts.

Antico reserves the right to change all or a part of its equipment to enable satisfying this warranty.

To benefit from the warranty, the Customer must inform Antico in writing of any fault within 8 (eight) calendar days from the date the fault is found, and must include the purchase invoice.

The products must be returned carriage paid to the Antico factory in Bareggio (MI) within the terms given in the warranty.

The warranty does not cover parts subject to normal wear and tear.

The warranty is not effective or is annulled in the following cases:

- Installations that do not comply with current legislation and regulations.
 - Overloading beyond the specification limits, incorrect assembly.
 - Repairs, dismantling, tampering with the equipment or other work by personnel who have not been authorised in writing by Antico.
 - Negligence, incorrect handling, excessive use of the equipment.
 - Incorrect or poor maintenance, incorrect manoeuvres by the customer's personnel or by the user.
 - Failure to stop using the equipment when faced with any technical problems of jumps in voltage, working temperature and/or pressure.
 - Using the equipment for purposes other than those for which it was designed.
 - Compromising the equipment further to contact with abrasive and corrosive fluids, and in all cases where substances are used that are not compatible with the equipment construction materials.
 - Deterioration or damage caused by transport by the Customer.
 - Faults caused by applications that are not provided for in the technical specifications.
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- Storage of the products outside the Antico factory, which does not comply with the Antico recommendations or current standard practice.
- If the equipment is dismantled or other work carried out without express written authorisation from Antico, or carried out by personnel who are not authorised in writing by Antico.
- Replacing original parts with other non-original parts without prior written authorisation from Antico or by personnel who are not authorised in writing by Antico.
- Any other cause that is not the direct responsibility of the Vendor.

The warranty does not cover costs involved with dismantling, assembling, transporting and handling the equipment. The replacement of one or more parts for any reason whatsoever does not extend the duration of the warranty.

In the case of construction faults or working errors within the warranty term, the Customer is responsible for providing proof of these.

The proposed construction materials are recommendations subject to control and acceptance by the Customer, and, therefore, the Customer is fully responsible for these. The recommendations are based on Antico's experience and best available information communicated by the Customer, but do not guarantee against wear and chemical corrosion.

The Customer may not make leverage on the warranty terms to postpone or cancel the payments.

The clauses in this article are the expression of Antico's obligations regarding the warranty, and cover the products, its parts and any services that are supplied.

18 – TRANSFER OF OWNERSHIP

Traditionally, the ownership of the products covered by the contract is transferred to the Customer when full and final payment has been received of the price and accessory costs within the given deadline, including if a payment extension has been granted that does not bear any interest charges. The receipt of drafts or other bills promising payment are not considered as payments.

In all cases, the risk is transferred to the Customer at the time of delivery of the products (in accordance with the Incoterms that are applicable to the contract).

19 – TERM AND CANCELLATION OF THE CONTRACT

Antico reserves the right to terminate or cancel the contract for any of the reasons listed below, it being understood that this is not an exclusive list:

- Failure to respect the payment deadlines.
- Failure to approve the drawings.
- Failure to respect the contract obligations regarding the enforcement of the contract and any amendments.

Damage claims may be made against the Customer further to the cancellation or termination of the contract.

The termination or cancellation of the contract, for any reason whatsoever, will mean that all the suspended payments will become immediately due despite the contractual payment terms – and despite all other rights for claims that are due under the terms of the contract, law or other reasons.

20 – FORCE MAJEURE

In the case an event of force majeure, as given below, causes a delay or makes it difficult or impossible to fulfil the obligations by Antico, they will not be held responsible or subject to claims.

The parties agree that by force majeure they mean any action and/or event that is beyond the control of Antico and which Antico is unable to resolve.

For example, but not limited to, causes of force majeure are: war, uprisings, riots, acts of terrorism, sabotage, strikes, lockouts, interrupted communications routes, embargoes, government or legal vetoes, impedimental measures by government, fiscal or customs authorities, epidemics, blocked supply and transport means, earthquakes, fires, storms, floods, landslides, heavy snowfalls, damage caused by water, gas leaks, telecommunications faults, including operators switching off the telecommunications networks, suspended supplies of electricity and fuel, suspended supplies of raw materials and equipment, and, generally, all other cases that are beyond the control of the parties, which impede normal continuance with the contract. Causes of force majeure are also all those that are generally recognised as such by the Italian judicial authorities.

21 – APPLICABLE LAW - INTERPRETATION

The contract is governed by the law of Italy for its interpretation and enforcement.

In the case of dispute, Antico reserves the right to appeal to the judicial authorities in the district where Antico has its head office.

In the case of conflict between the Italian and English version of these GSTC, and in the case of conflict in the interpretation of the text, the Parties expressly agree that the Italian version will prevail.

Milan date

The Customer
Stamp and signature of the
Legal Representative

Pursuant to art. 1341 of the Italian Civil Code, the Customer declares expressly accepting articles n. 4 (contract), 14 (responsibility), 17 (warranty), 19 (term and cancellation of the contract).

The Customer
Stamp and signature of the
Legal Representative

The Vendor
Stamp and signature of the
Legal Representative
