

UPS & RECTIFIER SYSTEM

GE.MI. sas

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HEADQUARTERS

via Calamandrei n° 120 H
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GPS 43° 27' 47" N • 11°50' 30" E

FACTORY & WAREHOUSE

via Calamandrei n° 97 C
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GENERAL TERMS OF SUPPLY

DEFINITIONS

Client/Customer : the Buyer, or those who buy goods or services specified in the Order Confirmation.

Producer / Manufacturer : GE.MI. Sas, headquarter in Via Calamandrei 120H – 52100 Arezzo (AR) – Italy.

Product : the product or service specified in the Order Confirmation, and related documents.

Order Confirmation (O.C.) : contractual document summarizing the main features of the products and/or services provided to the Customer

Art. 1 - Contract

any order by the customer, even by simple execution of the contract, implies the acceptance and application of these general terms of supply. They may only be modified by signed agreement, and even then these general conditions will continue to apply without exception for remaining part.

Any general terms of supply drawn up by the Customer shall not apply, even in part, if not expressly accepted and signed by the Seller. These general terms of supply are also valid in the case of splitted or continuous sales,

Art. 2 - Delivery

The case of force majeure, i.e. strikes at the seller's headquarters and/or its suppliers or carriers, or any other cause beyond its control, justify a derogation from the delivery date established in O.C. or, if necessary, the partial or total cancellation of the order.

Agreed delivery date is to be intended approximate and not mandatory, and no compensation will be granted to the customer for late delivery, as long as the delay does not exceed 60 days term.

Products are sold and delivered, and unless otherwise agreed resulting risks are transferred to the carrier, at the moment of product delivery.

Deliveries are made ex-works (referring to Incoterms 2010): products are delivered at the risk of the customer, even if shipped by Seller's carrier, unless otherwise agreed and clearly indicated in O.C.

Art. 3 - defects and non-compliances

Any claim concerning the execution of the contract, or to product defects easily accountable to the supplier, must be reported in writing to the Seller within 15 days from product delivery.

After this moment, the Seller shall be harmless from any compensation request.

Objections and complaints do not entitle the customer to suspend or delay agreed payments as indicated in O.C.

Art. 4 - Warranty

4.1. Each fulfilling order automatically implies full and unqualified acceptance by the Customer of these General Terms of Supply and its O.C., although conflicting with the general or specific conditions contained in contracts, proposals for contracts, or order printed documents by the customer.

4.2. Warranty offered by the Seller regarding new products is different depending on whether it's sending components from sub-suppliers (batteries) and in that case, warranty will be the one issued by the batteries supplier.

4.3. Warranty covers the repair or replacement of products found to be defective, with exclusion of any other non-contractual or contractual damages, whether direct or indirect, which may occur to persons or properties, even third, in consideration of such discrepancies or defects.

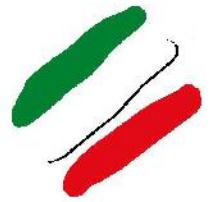
4.4. Warranty covers the repair or replacement by the Seller, made in its factory, if the damage or defect is due solely to a construction problem.

4.5. If the Customer requires in-warranty repair or replacement service at the place where the product is installed, the costs of travel, food and lodging will be calculated at the rates in use.

If, during the warranty period, for a warranted defect recognized of the product or of the main parts of the same (electronic cards, batteries etc ...) at the headquarters of the manufacturer, the costs of such operations (particularly for lifting, transportation, etc.) will be charged to the customer.

4.6. This warranty, granted for a period of one calendar year from delivery date, is not valid and therefore is not applicable in following cases:

- if the Customer has voluntarily made changes or done any repairs on products;
- if the Products are put into conditions of use other than those contractual;
- if the Customer is not in compliance with the agreed payments;
- if defects are caused by inexperience in the use by the Customer;
- if the product was not the subject of the maintenance services described in "Maintenance Manual", supplied with the product;
- if the place of use of the product is different from expected one or has been changed;



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- if the Product, unless previously agreed and indicated in O.C., is located in a dusty, saline climates, in presence of corrosive substances, high humidity, harsh environmental conditions, low temperatures (below 0 °C) or high temperatures. (Above + 50 °C).
- Finally are excluded from the warranty all those parts which by their nature are subject to normal wear and deterioration.

Art. 5 - Used Products

- 5.1. Warranty as in article 4 does not apply to used products, supplied by the Seller, that declare their condition in O.C. Tali Prodotti si intendono acquistati dal Cliente nello stato in cui si trovano al momento della consegna come visti e piaciuti. These Products are purchased by the customer in the state they are at delivery time, intended as seen and accepted.
- 5.2. In particular cases, the seller may grant, as exception to art. 5.1, a warranty on used products, but this should be expressly stated in writing on the order confirmation attached to these conditions. In this case it will be applied Articles 3 and 4.
- 5.3. In no case are subject to any warranty the following components: starter battery, electronic components, instrumentation and all those parts whose revision or replacement is required for normal operation and ordinary or extraordinary maintenance.

Art. 6 - Seller's liability limitation.

Warranty regulated by the previous article 4, integrates liability as in the Italian Law and excludes any other Seller's liability may arise from the products.
In particular, the customer shall not make claims for damages, price reduction or termination of contract.
After the warranty period no claim can be made against the Seller.

Art. 7 - Refunds

Any refunds of products will be accepted only if previously authorized by the Seller, and always subject to verification.

Art. 8 - Drawings and Documentation

- 8.1. Weights, dimensions, prices, performances and any other data contained in catalogues, brochures, price lists by the Seller is indicative, and therefore does not assume binding value.
Drawings, documents, technical information etc. are remitted to the customer on a confidential basis, and can not be exploited by the customer for other purposes out from the contract.
- 8.2. Customer agrees that the Seller can change the aesthetic and structural conformation of the product if this is likely to constitute an improving contribution in technical and functional terms.

Art. 9 - Prices and Payment Conditions

- 9.1. Product prices are quoted ex works, in euro or in the currency in O.C., and do not include financial charges and custom duties.
Product prices are fixed and invariable until agreed delivery date indicated in O.C.; for subsequent deliveries, it will be applied the price list adjourned at the time of delivery.
- 9.2. The Customer can not claim any warranty refund from the Seller if not in good standing with payments.
In no case defaults of the Seller allow the buyer to suspend or delay payments.
- 9.3. In case of late or missed payment at agreed deadlines, the Seller has the right to suspend further deliveries, and/or cancel remaining orders.
- 9.4. In case of delayed or missed payment at agreed deadlines subject of the previous clause, automatically will be applied on the sums due, without prior notice, a default interest-rate equal to the official discount rate applied by the European Central Bank, plus a differential as established by DL 213/2002, in effect at that time, calculated on the amounts due and not paid.

Art. 10 - Retention of title

In case of delayed payment the delivered goods remain the property of the Seller until full payment; The Customer undertakes to do everything needed to make effective the reservation of ownership, in the most extensive form in favor of the Seller.
He also undertakes to cooperate with the Seller to the extent necessary to protect its rights of ownership.

Art. 11 - Jurisdiction

Any dispute concerning or relating to this contract, even in case of in-warranty calls, is in jurisdiction of the Court of Arezzo - Italy. Seller shall always be entitled to promote judgments even at the Buyer Forum.

Art. 12 - Applicable Law

In addition to these Terms of Supply, all the rights and obligations are governed by Italian law.

Art. 13 - Privacy and personal data

Following Decree. 196/2003, parties report having each other informed and agreed that personal data collected are processed in Customers/Suppliers archive, for obligations of common law, tax, management, statistics, commercial and marketing purposes
The share holders of respective data, expressly declare being aware of Article 7 of Italian Legislative Decree no.196/2003.



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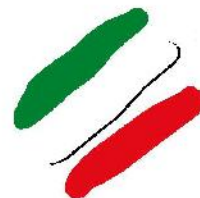
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IMPORTANT :

O.C. acceptance implies full and unreserved acceptance of these Conditions of Supply.
If O.C. will not be received stamped and signed for acceptance within 5 calendar days from the date of dispatch, automatically will be intended being fully accepted.

Read confirmed and signed – The Seller

GE.MI. sas
Legale Rappresentante
Mika Chiodelli

Read confirmed and signed – The Customer