



### **FLUITEN ITALIA S.p.a.**

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## **SALES CONDITIONS**

**CONTRACT CONCLUSION** - The order confirmation is valid when Fluiten It. S.p.A. sends it in written form on his official paper after reception of eventual order. The Buyer cannot cancel the order signed by him before the goods delivery term established on the same order. The contracts can be considered concluded only when Fluiten starts the related production.

**DELIVERY** - Delivery terms are indicative and in any case they start from the order reception date. Fluiten Italia S.p.A. shall not be considered liable for troubles or delays due to strikes, lock-outs, interruptions or suspensions of transport, stops, lack of wagons and other transport means, and in any case for fortuitous cases or Acts of God, i.e. for explanation aims, they include, in addition to those established according to custom or common laws, also the delayed or partial or faulty deliveries of raw materials by the Fluiten suppliers. The cases of internal type can include, as explication aims, the partial or total breackage of a machine or of a plant. The delivery date or shipment date means the invoice date in which the goods are available to Customer in our Workshops, also if they are sold with free delivery to Customer Seat.

**PRICES** - They are established for materials in stock in our Workshops and they are not binding for next orders. Dangers and risks of goods are to the addressee's charge, even if they are sold free delivered to Buyer Seat and in consequence Fluiten is not liable for broken parts, averages or shortages. In all cases the addressee must claim directly to the carrier or to Railways Administration, according to art. 1435 of talian Civil Code.

**SHIPMENTS** - They will be done in the way, which we shall consider more convenient, excluding irrevocable conditions required by the customer. Eventual claims cannot be accepted eight days after the goods reception date. Any goods return must be done in paid carriage form.

**GUARANTEES** - Fluiten Mechanical seals are guaranteed for 12 months from delivery date; the guarantee covers the free supply and replacement of parts when defects of materials or machining are recognized. In case it is required, the expenses for eventual inspections in plant must be paid by the Buyer excepting contrary agreements. The guarantee is not valid if the mechanical seals are not used following carefully the instructions supplied by Fluiten or in the case they are disassembled, repaired or modified without our written approval. The expenses for eventual disassembly and new assembly of mechanical seals on the machine, in which they are installed, must be paid by the Buyer; the same condition is valid for transport costs from Customer's plant to our Workshops.

**LIABILITIES** - Our Company is not liable for any kind of liabilities and for direct or indirect obligations due to damages that can be caused by running lack or bad running of mechanical seals.

**PAYMENTS** - They must be done to our Head Offices or according to our normal payments instructions. The delayed payment entitles Fluiten to suspend or cancel the supplies in course of execution. In any case of claims or payment lack, even if the payment is established by means of draft or by foreign bills, the Milan's Court will be competent for the legal dispute resolution.