

## GENERAL SALES CONDITIONS

### 1. NATURE AND SUBJECT OF THE CONTRACT

1.1 The present document includes the General Sales Conditions with which MP-HT S.r.l. ("Supplier") with its registered office in Via Tamburin n°19, 35010 Limena (Padua), Italy, Tax Code and VAT No. and enrolled in the Companies' Register of Padua no. 0469429028, sales all the materials related to sweeping machines, washer machines or part of them ("Products") to the purchasing company ("Purchaser").

The General Sales Conditions herewith cannot be changed unless explicit consent of the Supplier. Any possible waivers, that it had concurred in case, shall be agreed through a special written agreement.

### 2. FINALIZATION OF THE ORDER

2.1 The confirmation of the order or its rejection shall be communicated by the Purchaser to the Supplier within 5 (five) working days starting from the receipt of the order sent from the Purchaser. If within 5 (five) working days from the sending of the order confirmation from the Supplier no written reservation will be received from the Purchaser, the order shall be deemed accepted.

### 3. PRODUCTS AND SPECIFICATIONS

3.1 The technical data indicated in the marketing material (web, brochure, price list) are indicative and, therefore, shall not be binding or essentials, nor it shall not be deemed such in any case.

3.2 The Supplier reserves the right to make, before delivery, those adjustments that shall be deemed appropriate in order to improve the Product performances. Any such modifications, that the Supplier shall communicate as soon as reasonably possible, shall not entitle at all the Purchaser to claim compensations, penalties or other rights.

3.3 The Products shall be compulsorily traded and resold by the Purchaser as they have been delivered by the Supplier, together with the use and maintenance manual. The Purchaser could add its mark to the Product following prior and express written consent of the Supplier, with reference to the shape, colours and position of such mark.

3.4 The Supplier declares and grants the Purchaser that Products comply with the Italian and European laws.

### 4. PRICES AND PAYMENT METHODS

4.1 The prices for the Products indicated in the order confirmation are net EXW (MP-HT S.r.l. – Limena Padua) and do not include packaging costs, shipment, inquiry, insurance, VAT and any other administrative extra costs.

4.2 Any price increases due to increases of the major Supplier's subcontractors, market trend or other cases that will be evaluate from time to time from the Supplier, shall be promptly notified to the Purchaser and shall enter into force within the terms and conditions indicated in the communication itself.

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4.3 Payments shall be made in accordance with the term specifically mentioned in the order confirmation, as per one of the following methods:

- credit card via the link indicated in the order confirmation;
- bank transfer to the coordinates indicated in the order confirmation.

4.4 In any case, the payment method of the first supply is bank transfer in advance and for the supplies whose amount is less than €250,00 + VAT payment upon order confirmation is required.

4.5 In case of default in payments, the Supplier shall be entitled to suspend the sale execution and to modify all the contractual conditions, and shall be also relieved of any other ongoing commitment with the Purchaser. Costs due to storage, storing and insurance relating to the non-shipped stored material as a consequence of what has been above-mentioned, shall be charged to the Purchaser.

## 5.DELIVERY TERMS

5.1 The delivery term is explicitly mentioned in the order confirmation and is intended as the shipping term of the goods from the Supplier's place.

5.2 Any delay and postponement in delivery date due to force majeure, shall be communicated promptly to the Purchaser and do not entitle the Purchaser to any claims, penalties or other rights.

5.3 It is mutually agreed that force majeure cases shall be intended the well-known and ascertained difficulties in the supply of raw materials and materials and the delays in its receipt; delay or interruption of carries; unforeseen obstacles to importation; business interruptions; strikes (total or unexpected); non-collaboration and other forms of labour disturbances; lockouts and other similar causes that concern both the seller and its main subcontractors.

## 6.TRANSPORT

6.1 Unless otherwise stated, to be pointed out in the order, Products shall be delivered EXW (MP-HT S.r.l. – Limena Padua).

6.2 All risk, danger or shipment fees shall be borne by Purchaser. Any insurance will be for the account of the Purchaser and must be explicitly required in the order. In case of no indication of the shipment methods by Purchaser, the Supplier will act on its own initiative in the interest of the Purchaser at best, but without any liability concerning the tariffs and the transport route chosen.

## 7.PROPERTY – LIABILITY

7.1 The Purchaser shall be committed to keep the construction features of the sweeping and washer machines safe and shall not allow any survey from anyone at all since the data provided by the Supplier are to be deemed as its exclusive intellectual property and know-how in accordance with the articles 98 and 99 of Legislative Decree 30/2005. Offers, projects and drawings are the property of the Supplier and shall not be communicated to third parties, used

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for other projects and reproduced.

- 7.2 All civil liability for damage deriving to third parties and anyhow related to the hereby sale that does not depend on the Supplier's own malice or negligence, from the delivery and any further moment it shall be charged to the Purchaser that is therefore committed to relieve the Supplier from any request concerning it in the broadest way.
- 7.3 The Supplier shall in no way be liable for losses, damages or delays in delivery due to any circumstance beyond its reasonable control, like for instance: strikes, lockouts, fires, thefts, floods, floods, civil wars, sabotage, etc.; as well as any provisions issued by the Authorities after the signing of the contract.

## 8. CLAIMS AND RETURNS

- 8.1 The Purchaser shall be required to inspect the Products immediately after having received it. After 8 (eight) days from the delivery at destination, the goods are intended to be completely accepted. Claims concerning the quality of Products, subject to revocation, shall be written filed to the Supplier within 8 (eight) days from the receipt of the Products (as noticed in the receipt date indicated in the transport document/waybill). It is intended that any claims or complaints shall not entitle the Purchaser to suspend or delay the payments of Products subject to dispute, nor of any other supply.
- 8.2 It is expressly prohibited to return products for whatever reason without reasonable notice and authorization from the Supplier. Returns of the Products shall be sent to MP-HT's head office in Via Tamburin 19 - 35010 Limena (PD), Italy, at the expense of the Purchaser. Otherwise, the return shall not be accepted and will be returned with outlays to be paid by the Purchaser, unless otherwise agreed by the Parties.
- 8.3 Claims concerning delays or damages occurred during transportation, shall be addressed to the dispatcher, putting a written reservation on the transport document at the time of delivery of the goods, and sending urgently copy of the document to the Supplier.

## 9. WARRANTY

- 9.1 The Products manufactured and sold by the Supplier are subject to strict controls and are covered by a 24 (twenty-four)-months warranty starting from date of delivery. The warranty covers the repair or replacement of damaged parts upon proven material defects or manufacturing defects, with the exception they are not due to natural wear and tear, damage caused by inexperience or negligence of the Distributor, improper use, non-authorized interventions, tampering made or had made by the Purchaser, unforeseeable circumstances or force majeure.
- 9.2 For interventions concerning repairs or replacement under warranty, they shall be, at the Supplier's sole discretion, carried out at the premises of the Supplier or third parties or in-place. For those interventions that have to be carried out in-place, the Purchaser shall provide the Supplier's personnel all the necessary auxiliary means at its own care and expenses. Nothing will be due to the Purchaser for the equipment inactivity time, nor it shall not claim any compensation or reimbursement for expenses, direct or indirect damages that are consequence of these repairs or replacements. All transports concerned the operations carried out under warranty shall be at Purchaser's expense, risk and danger, unless otherwise agreed

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with the Supplier.

9.3 The warranty does not cover parts subject to wear like for example brushes, bearings, belts, pulleys, shafts, fluid couplings, clutches, gaskets and wheels. It is intended that batteries and battery chargers are covered by the warranty provided by the manufacturer. For the parties the Supplier had purchased by other suppliers, the Distributor are applied the warranty conditions offered by the respective manufacturers.

9.4 In any case, the Parties agree that every repair or replacement intervention under warranty shall be subject to the check of the faulty material by the Supplier, whose decision is final and incontestable.

## 10. GOVERNING LAW AND PLACE OF JURISDICTION

10.1 All disputes concerning materials supplied abroad, shall be regulated by the current Italian legislation. The place of jurisdiction is exclusively the one having jurisdiction over the Supplier's registered office.

Signature for acceptance

Date

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