

TERM AND CONDITIONS OF SALE



All the purchase orders forwarded by the Customer to ATLAS FILTRI NORTH AMERICA LLC and all the sale contracts between the Customer and ATLAS FILTRI NORTH AMERICA LLC will be governed by the following **GENERAL CONDITIONS OF SALE**:

- 1) **ORDERS**

Each purchase order **MUST** be forwarded to ATLAS FILTRI NORTH AMERICA LLC by written correspondence and duly signed by the Customer. Once received the purchase order by mail, e-mail or fax, ATLAS FILTRI NORTH AMERICA LLC reserves the right to confirm or not the said order, sending, in case of confirmation, to the Customer a Sales Order confirmation, which may be returned with objections by the latter duly signed for within 3 (three) days from the receipt. Said objections will deem the Sales Order to be cancelled. In lack of said returned order confirmation the Sales Order will be performed by ATLAS FILTRI NORTH AMERICA LLC according to the ATLAS FILTRI NORTH AMERICA LLC., General Conditions of Sale.
- 2) **PRICES**

Prices are intended EX our FACTORY 1068 North Farms Road, Wallingford, CT. 06492 USA, exclusive of tax. Any other consignment condition is valid only if agreed in writing by the parts. Increases of costs such as of labor, of raw material, of taxes or other, allow ATLAS FILTRI NORTH AMERICA LLC to vary correspondingly the prices of the materials that have not been delivered yet. However, if the customer accepts the Sales Order within the term of three days (see above condition n. 1), ATLAS FILTRI NORTH AMERICA LLC cannot vary the prices.
- 3) **PAYMENTS**

The dates of expiry of payments specified on the invoice are peremptory. Other dates are not accepted if not previously and expressly agreed in writing. ATLAS FILTRI NORTH AMERICA LLC. reserves the right to interrupt or cancel any outstanding or scheduled order in the case that payments are not effected within the agreed terms. All payments must be addressed to ATLAS FILTRI NORTH AMERICA LLC domicile according to the terms indicated on the sales order or on the invoice.
- 4) **INTERESTS ON ARREARS**

In every case that the agreed terms of payment will not be respected ATLAS FILTRI NORTH AMERICA LLC will charge to the Customer on the outstanding amount interests in the measure of the current bank rate increased by 3 (three) per cent points.
- 5) **PROPERTY RESERVE**

Goods supplied by ATLAS FILTRI NORTH AMERICA LLC will remain in its property till the Customer has paid the total amount of invoice, being the goods subject to property reserve.
- 6) **DELIVERY**

The dates of delivery or dispatch specified onto the Sales Order will be based on the present General Conditions of Sale. The said dates have only indicative value and are not restrictive for ATLAS FILTRI NORTH AMERICA LLC. Eventual delays do not allow for refunds for damages nor do they allow for the termination even in part of a contract. ATLAS FILTRI NORTH AMERICA LLC cannot be considered responsible for non or delayed delivery due to irregular supplies of motive-power and or necessary materials, for delays or difficulties in transportation, for damages on equipment, for production rejects, for accidents caused by the force of nature, for strikes, for lock-outs, for riots or for any other fortuitous event or of force majeure. No indemnity will be paid for deliveries that have not been effected within the agreed terms. The Customer will exonerate ATLAS FILTRI NORTH AMERICA LLC from any responsibility for delayed or non-delivery, total or partial, of the goods.
- 7) **TRANSPORT**

The goods travel always at risk and danger of the Customer, even if they are sold in CARRIAGE PREPAID, unless differently stated in writing by the parts. Every dispatch is effected on Customer's request and for his account. It is up to the Customer to complain to the carrier during the reception of the goods, when damages are verified. To this aim, during the reception of the goods the Customer is requested to control the quantity and integrity of packages and goods. Any claim is to be addressed to the carrier noting the reservations on the delivery document. In fact, this is the only case that the carrier will answer for damages to the goods during the transport. In case of such claims the Customer is requested to promptly inform ATLAS FILTRI NORTH AMERICA LLC.
- 8) **COMPLAINTS**

Any complaint relating to packing, quantity, number or exterior features of the Products (apparent defects), must be notified to ATLAS FILTRI NORTH AMERICA LLC, by registered letter with return receipt, within eight days from the receipt of the Products; failing such notification the Purchaser's right to claim the above defects will be forfeited. Any complaint relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to ATLAS FILTRI NORTH AMERICA LLC, by registered letter with return receipt, within eight days from discovery of the defects and in any case not later than 12 months from delivery; failing such notification the Purchaser's right to claim the above defects will be forfeited. It is agreed that any complaints or objections do not entitle the Customer to suspend or to delay payment of the Products as well as payment of any other supplies.
- 9) **RETURN OF GOODS**

Every return of goods needs previously the written authorization of ATLAS FILTRI NORTH AMERICA LLC. The returning goods must be dispatched in FREIGHT PREPAID.
- 10) **WARRANTY FOR DEFECTS**

In case of defects, lack of quality or non-conformity of the Products, ATLAS FILTRI NORTH AMERICA LLC will only repair or replace the defective Products. The above-mentioned guarantee does not apply in case of improper use, inadequate maintenance, incorrect installation, transport damage, use of cartridges other than genuine ATLAS FILTRI products. The Customer and/or the installer therefore must carefully follow the Installation and Maintenance Indications indicated in the Instruction Manual provided with the Products (filter housings, self-cleaning filters, dosing systems) or follow the Installation and Maintenance Indications as provided in separate documentation. The above-mentioned guarantee is in lieu of any other legal guarantee or liability with the exclusion of any other ATLAS FILTRI NORTH AMERICA LLC liability (whether contractual or non- contractual) which may anyhow arise out of or in relation with the Products supplied (e.g. compensation of damages, loss of profit, recall campaign, etc.).
- 11) **PACKAGING**

Every item is dispatched into its proper package. Packaging characteristics will be exclusive right of ATLAS FILTRI NORTH AMERICA LLC.
- 12) **TECHNICAL CHARACTERISTICS**

ATLAS FILTRI NORTH AMERICA LLC reserves the liberty to make, at any time and without previous notice, technical and aesthetic modifications to all items of his production. All models may be modified or cancelled at any time.
- 13) **IDENTIFICATION DATA OF THE CUSTOMER**

The Customer is responsible for his own identification data, that are: name of his Company, residence and fiscal domicile, head office, tax identification (EIN) and every other information requested by the laws in force.
- 14) **APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

This Contract shall be governed by and construed in accordance with the laws of Italy. Any dispute may arise between ATLAS FILTRI SRL and the Customer about this Contract, its interpretation, performance, breach of termination shall be finally referred to the Court of Padova - Italy.
- 15) **MISCELLANEOUS**

ATLAS FILTRI NORTH AMERICA LLC reserves the right to modify, at its own discretion, the present General Conditions of Sale. The eventual modifications will be applied only in relation to the purchase order or the sale contracts successive to the date of the notice by which ATLAS FILTRI NORTH AMERICA LLC will inform the Customer about the above mentioned modifications.