

Art. 1 - Scope

- 1.1 These Terms and Conditions of Sale, unless expressly waived by the parties specifically agreed in writing, shall apply to all purchase orders and supply received and accepted by Mz Aspiratori S.p.A. or companies under its control and / or management and coordination pursuant to and for the purposes of Art. 2359 cc.
- 1.2 Any general terms of the buyer shall not apply to the relations between the parties unless expressly accepted in writing; in this case, however, unless waived in writing, does not exclude the effectiveness of these General Conditions with which must still be coordinated specifically.
- These Terms and Conditions constitute an integral part of the purchase orders and supply with whom they form a unique setting.
- 1.3 In case of discrepancy between the contents of the General Conditions and the individual orders the first shall prevail.

Art. 2 - Product Features

- 2.1. These Terms and Conditions shall govern the sale and supply of Products of Group Mz Aspiratori S.p.A.
- 2.2 They are for Products both finished Products and spare parts as described in the Catalog of Mz Aspiratori Group S.p.A. (Version 2015 rev.03N.2016000032 Rep. SIAE) www.mzaspiratori.eu also available on site.
- 2.3 Any information or data about the technical features and / or specifications of the Products contained in brochures, price lists, catalogs or similar documents shall be binding only to the extent that such information was expressly referred to in the Agreement. Mz Aspiratori S.p.A. reserves the right to make changes to Products which, without altering the essential characteristics of, appear to be necessary or appropriate.
- 2.4 With the formulation of the purchase order, the customer acknowledges having carefully examined the technical, functional and aesthetic of Products ordered and hold them suitable for the use which it intends to, directly or indirectly, reassignment.
- 2.5 In no case the customer may revoke or cancel the order after its acceptance claiming not to know the characteristics of the MZ Aspiratori Group Products S.p.A. and their scope of use.

Art. 3 - Product Use

- 3.1 The Customer undertakes to use the Products respecting the User Instruction Manual or User Manual and in conformity with the use for which the Products are intended.
- 3.2 The customer is obligated not to make any changes to the Products and to comply with, declaring know, its correct procedures for the use according to the User Instruction Booklet is delivered in paper format and / or electronic.
- 3.3 The customer is responsible for the improper use of exclusive Products both alone and in conjunction with other Products.
- 3.4 The fan start customer must complete the Test report and send it to MZ.

Art. 4 - Orders and Order Confirmations

- 4.1 The customer orders must indicate the name and the description of Products under the Product Catalog, the exact indication of the quantity of Products ordered, unit and total price, payment terms, the place of destination and any additional instructions delivery.
- 4.2 The order shall be deemed accepted by Mz Aspiratori S.p.A. upon return of the order form bearing the stamp of "acceptance" or "confirmed" by Mz Aspiratori S.p.A. The acceptance may also take place by means of sending the order embodying words "acceptance" or "confirmation" by means of electronic data transmission (e-mail) or by fax.

Art. 5 - Prices

- 5.1 Product prices are indicated in the Price List in force at the time of the order, are shown in the order confirmation and are expressed in euros, excluding VAT, and include packaging suitable for shipment intended as packaging standard.
- 5.2. The shipping and transportation costs, unless otherwise indicated, are always intended excluded and will be charged to the customer.
- 5.3 Prices do not include in any case, customs fees, duties, taxes or charges for export.

Art. 6 - Payments

- 6.1 The payment of the price of the Products must be made by the customer in the following manner, with exceptions expressly accepted by Mz Aspiratori S.p.A. in the order confirmations or in the special conditions of sale agreed between the parties: a) 50% at the time of order confirmation; b) the balance of the price upon completion of product communication and in any case before shipment.
- 6.2. The payments must be made by bank transfer to the bank account payable to Mz Aspiratori S.p.A. or by means of riba, as indicated in the order confirmation.
- 6.3 In case of non-payment of the balance due, the downpayment will be retained by Mz Aspiratori S.p.A. as a penalty, not excluding the compensation of the greater damage suffered by Mz Aspiratori S.p.A. Mz Aspiratori S.p.A., may also suspend the manufacture and delivery of more Products in order, or terminate the contract for the Products to be delivered, giving notice to the customer, who will not be entitled to any compensation or compensation of any kind, however without prejudice to any other right of our Company. Any dispute relating to the Products does not free the customer from the obligation to withdraw the entire quantity ordered and, however, from making all payments by the established deadline.

Art. 7 - Transport and delivery

- 7.1 The transport and shipping arrangements are charged to the customer.
- 7.2 Delivery of the Products is always intended performed Ex Works (Incoterms 2010) or FCA (Incoterms 2010) depending on how specified in the acceptance or order confirmation. It is understood that Mz Aspiratori S.p.A. reserves the right to use other delivery methods depending on the needs expressed by customers. Anyway, whatever the term agreed by the parties, the risks pass to the Buyer at the latest with the delivery to the first carrier.
- 7.3 Any delivery date may be agreed between the parties is intended as approximate and not binding for Mz Aspiratori S.p.A. if it has not been so identified as an essential term. In the absence of the first or if the customer fails, within the prescribed period, the transmission of any technical data required for the preparation of Products as well as advance payments as may agreed, the delivery shall not start and Mz Aspiratori S.p.A. will not be material required to begin production until the respective impediment it will not be exceeded.
- 7.4 The delivery is deemed met if the goods are delivered in accordance with section 7.2. or at least, if Mz Aspiratori S.p.A. see to it promptly deliver it to the carrier. In any case Mz Aspiratori S.p.A. is not liable for delays in the transport not attributable to it. It is not considered due to Mz Aspiratori S.p.A. any delay due to force majeure or acts or omissions of the customer (eg. Non-disclosure of information necessary for the supply of Products).
- 7.5 In case of delayed delivery, the buyer may cancel the undelivered part of the order only after having informed Mz Aspiratori S.p.A., by registered mail with return receipt, in advance by fax or email, of its intention and after having granted fifteen (15) business days, from receipt of such notice, within which Mz Aspiratori S.p.A. will deliver all the Products specified in the solicitation and not delivered. It is, however, excluded any liability of Mz Aspiratori S.p.A. for damages which may arise from late or no delivery, total or partial.

Art. 8 - Disputes on supplies

- 8.1 Any complaints on the integrity of the packaging or Products must be advanced, under penalty of forfeiture of the guarantee of Mz Aspiratori S.p.A., directly to the carrier at the time of delivery with the affixing of the indication on the delivery note "accepted with reservation."

- 8.2 In any case, any defects of the Products delivered will still be denounced Mz Aspiratori S.p.A., in written form, comprising in each case sending registered mail return receipt, within eight days after delivery.
- 8.3 The return of goods must in any case be authorized by Mz Aspiratori S.p.A. after sending appropriate documentation including photographs attesting to the vices and defects found.
- 8.4 The customer agrees not to use the defective Products and must refrain from interfering directly or indirectly for the purpose of repair of Products or lose the guarantee.
- 8.5 The customer is not released from the obligation to pay the price of Products and the orderly withdrawal of Products even in case of dispute relating to the quality.

Art. 9 - Warranty

- 9.1 Each product of Mz Aspiratori S.p.A. is inspected and tested before it is placed in the trade.
- 9.2 Mz Aspiratori S.p.A. guarantees that all Products comply with the EU requirements and regulations of the Italian Republic.
- 9.3 Mz Aspiratori S.p.A. ensures the smooth functioning of the product within 12 months from delivery.
- 9.4 Mz Aspiratori S.p.A. does not guarantee conformity of Products to special specifications or technical characteristics or their suitability for particular uses except to the extent such characteristics have been expressly agreed in the order or in documents referred to that end from the order itself.
- 9.5 Any hidden defects (not visible with the utmost care at delivery) must be notified to Mz Aspiratori S.p.A. by registered letter anticipated by e-mail or fax, on pain of forfeiture, within 8 days from discovery of the defect but no later than 12 months from delivery.
- 9.6 The return of defective Products must be made subject to authorization by Mz Aspiratori S.p.A. and in any case with the original packaging, if any customs clearance and made the sole responsibility of the customer. To cover storage and administration charges will be entered in the debit note of 2% of the value of the goods as from the 15th day of delay in the withdrawal with a further increased of 1% for each month of delay.
- 9.7 Mz Aspiratori S.p.A. will repair or replace the Products that only the parts of the Products they recognize faulty due to improper workmanship or defective material. Mz Aspiratori S.p.A. agrees to remedy any defects, lack of quality or lack of conformity of Products due to it, occurring within twelve months from the delivery of Products, provided it been notified promptly. Mz Aspiratori S.p.A. can choose to repair or replace defective Products. The replaced or repaired under warranty Products will be subject to the same guarantee for a period of six months from the date of repair or replacement. The alleged Products must be returned to the home of Mz Aspiratori S.p.A., free of all charge.
- 9.8 The warranty is void if the Products returned as defective have been repaired or tampered with by the customer.
- 9.9 The repair of defective Products made by the customer will result in forfeiture of the guarantee unless they are not previously authorized and approved by Mz Aspiratori S.p.A. which must agree on the estimate.
- 9.10 In no event Mz Aspiratori S.p.A. shall be held liable for damages which may occur during the use by the customer of the Products, even in case of defective Products, nor for damages caused for the suspension of the work due to defective Products.
- 9.11 Mz Aspiratori S.p.A. shall not be held responsible for execution of particular Products or run on guidelines and technical specifications of the customer who prove to be wrong.

Art. 10 - Contractual liability

- 10.1 Except as for the case of fraud or gross negligence, in no event Mz Aspiratori S.p.A. shall be held responsible for damage to the customer or its assignees.
- 10.2 The liability shall not extend in any case to consequential damages, unpredictable and in any case outside the hypothesis that it can operate the warranty on Products.

Art. 11 - Improvements

- 11.1 Mz Aspiratori S.p.A. reserves the right to make the Products any technical and / or aesthetic improvements and implementations that, without altering the essential characteristics of the Products supplied and their usability according to the specifications at the base of the order, they make it more safe and easy operation.
- 11.2 These differences can not give rise to the termination of the contract of sale and supply.

Art. 12 - Confidentiality

- 12.1 The customer agrees to keep confidential and not disclose to third parties, where this is not strictly necessary for the legitimate use of the purchased goods, for the duration of the relationship and for further three years from the delivery of the last delivery of each product, any information or technical data related to the purchased Products, their operation or use, as well as any administrative or commercial information relating to the contract of sale of the same (price of goods, payment terms and warranty etc.).

Art. 13 - Intellectual Property; trademarks and brands

- 13.1 In no event the customer can boast of industrial property rights or other Products on the subject of sale and delivery.
- 13.2 The purchase of the Products and their use, direct or indirect, will not give rise to the transfer to the buyer of any right of industrial or intellectual property on Products sold, which will remain exclusive property of Mz Aspiratori S.p.A.
- 13.3 The use of trademarks and brands of Mz Aspiratori S.p.A. is prohibited without the express written permission of Mz Aspiratori S.p.A. Under no circumstances the client may expose the Mz Aspiratori S.p.A. brand in its advertising material or the website or through other forms of marketing.
- 13.4 In no event the customer can mention Mz Aspiratori S.p.A. as a business partner or supplier without the written consent of Mz Aspiratori S.p.A.
- 13.5 Adherence to these Terms and Conditions as well as all contracts and the subsequent behavior of the parties and governed by them, unless otherwise expressly agreed in writing, does not imply the granting to the customer of any exclusive right, or the establishment of our concessions, commission or mandate, with or without representation, joint venture, partnership, joint venture.

Art. 14 - Governing Law and Jurisdiction

- 14.1 The sales and supply contracts are subject exclusively to the Italian law.
- 14.2 Any use and / or practices established between the parties is not binding for Mz Aspiratori S.p.A. Competent exclusively for any dispute which may arise from the sale or supply relationship will be the Court of Bologna.

Art. 15 - Final provisions

- 15.1 Any communication between the parts must be sent to the respective addresses resulting from commercial correspondence exchanged. If Mz Aspiratori S.p.A. fails at any time, to: a) perform any provision of these Terms and Conditions, or b) at any time require the buyer to perform any provision these Terms and Conditions, this can not be construed as a waiver present or future with this provision or affect in any way the right to Mz Aspiratori S.p.A. to make then run each of the provisions. The express waiver by Mz Aspiratori S.p.A., to any provisions of these Terms and Conditions shall not constitute waiver for future compliance by the purchaser.
- 15.2 The contract may not be assigned in whole or in part without the written consent of the other contractual party.

To express acknowledgment and approval in accordance with Articles 1341 and 1342 cc.

Signature of the Customer _____