

## ANNEX 1: GENERAL CONDITIONS OF SALES

### 1 Acceptance

- 1.1 The system ordered has to be accepted by the ordering party; Tecno Vacuum Srl (in the following also "the Supplier") will make the system available to this purpose at his premises in Gessate, within the date specified in the offer.
- 1.2 Acceptance will take place at Tecno Vacuum Srl. The acceptance shall take place within 20 solar days since notification of goods ready to the customer.

### 2 Delivery and installation

- 2.1 The shipment of the machine must be made within 30 solar days from the date of the Pre-Acceptance Test in Tecno Vacuum site. Otherwise, Tecno Vacuum reserves the right to charge to the customer the costs for the extra stay of the machine at own or third-party establishment.
- 2.2 The installation at the customer will be carried on within 30 solar days from the date of the acceptance at Tecno Vacuum site.
- 2.3 The customer shall prepare all the electrical, water and air compressed connections specified and shall take care of unpacking and of transportation and positioning of the machine within its premises.
- 2.4 Wages and salaries of Tecno Vacuum Srl technicians involved in the installation are included in the supply of the equipment with the following limitations.
- 2.5 Travel and subsistence costs of Tecno Vacuum Srl technicians involved in the installation will be invoiced at cost.
- 2.6 For all works carried on at the customer sites, the customer shall timely provide to Tecno Vacuum everything necessary in order to operate with maximum efficiency and safety and in particular:
  - any special safety and security regulations to which Tecno Vacuum technicians shall comply
  - in particular possible dangerous conditions shall be pointed out together with the relevant protection means
  - suitable working space, equipped with phone and with the instruments needed to work on the system
  - access and availability of the system and the relevant premises from 8:00 AM to 20:00 PM every day until completion of commissioning
  - availability of technicians for partial and total testing of the system
  - availability of the materials, products and consumables necessary for the commissioning
  - availability of technicians for maintenance and running of parts and systems supplied by third parties or belonging to the customer
  - adequate insurance against civil risks.
- 2.7 Normally the installation takes 3 working days and requires 1 technician. If Tecno Vacuum technicians have to stay at the customer site longer than 3 days for installation and testing due to a not suitable availability of the connections above mentioned, of the area in which the installation have to take place or for inadequate positioning of the machine, the cost for the additional stay will be charged to the ordering party at the rate indicated in the offer, plus the additional travel and subsistence costs.
- 2.8 In case of delays in delivery, installation, commissioning and-or shipping of the system to the customer due to circumstances for which Tecno Vacuum Srl is not responsible, such as e.g. "force majeure" events, Tecno Vacuum Srl shall be entitled to delay the delivery as long as the delay cause remains in place.

### 3 Shipment

- 3.1 The shipment and transportation of the goods is at complete risk of the ordering party, even if shipment and transportation are organised and paid by Tecno Vacuum Srl.
- 3.2 The shipment date shall mandatorily be confirmed in written or by e-mail by the customer at least 5 working days in advance.

### 4 Warranty

- 4.1 All the complete supply and all the parts included in it (even if produced by subcontractors) are covered by a warranty having the duration specified in the offer and starting from the acceptance at our firm in Gessate. The warranty is limited to construction or material defects, not arising from external causes or improper usage or maintenance.
- 4.2 For spare parts and commercial available components (for example pumps, power supplies, measurement instruments) the warranty conditions of the original manufacturer shall apply.
- 4.3 The warranty includes spare parts (EXW Gessate, Italia) and the traveling and working hours of technicians from Tecno Vacuum Srl possibly needed for substitution of defective parts. The substituted parts shall be property of Tecno Vacuum Srl and shall be shipped to Tecno Vacuum at Customer's care and expenses within 30 days from the substitution, otherwise they will be invoiced.
- 4.4 Parts subject to normal wear (like e.g. O-rings, vacuum sensors, teflon parts, diffusion pump heaters) and consumables (like e.g. oils) are not under warranty.
- 4.5 Travel and subsistence costs of Tecno Vacuum Srl technicians for assistance under warranty will be invoiced at cost.
- 4.6 The warranty shall immediately cease in case the ordering party delays the payments, modifies the system, uses spare parts not complying with the specifications given by Tecno Vacuum Srl, as well as if the defects have been caused by improper use or by actions of personnel non adequately instructed.
- 4.7 In any case any responsibility of Tecno Vacuum Srl is excluded for direct or indirect damages possibly suffered by the ordering party due to malfunctioning of the system, including those arising from production stops and delays.

STAMP AND SIGNATURE  
FOR ACCEPTANCE

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