

GENERAL SALES CONDITIONS

Offer Abstract

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1 PRICE and TERMS OF PAYMENT

<i>Price :</i>,00 €	As per offer
<i>Currency :</i>	all prices are in EURO	
<i>Taxes :</i>	VAT not included	
<i>Payment conditions :</i>	<ul style="list-style-type: none"> - % down-payment at order - % after project acceptance - % at completed assembly - % after tests at supplier's plant (FAT); - % after installation and tests at customer's site (SAT) <p>REMARKS :</p> <ol style="list-style-type: none"> 1. Any costs for the payments management will be EXCLUSIVELY to be considered at the customer charge 2. Unless otherwise agreed, any delays in the contractual date of execution of the validation at the supplier's plant (FAT) not due to A UNO TEC, shall under no circumstances lead to a delay the payment of the final instalment for this phase. 3. Following the validation at the supplier's plant (FAT) and the approval of the customer, after 15 days delay following the date foreseen for payment, the contract shall be deemed to be terminated; in such case, A UNO TEC reserves the right to withhold all previously paid instalments 4. installation to customer site MUST be done after maximum 30-60 days after shipment date (CMR / Bill of Lading) 	

2 DELIVERY

<i>Delivery Time:</i>	As per offer according to the following conditions	
	<ul style="list-style-type: none"> • Down-payment due at the order • Delivery of all the samples and drawings of each component • Agreement on all the technical specifications 	
<i>Delivery Term:</i>	Ex-Works A UNO TEC Incoterms 2010	XX
<i>Shipment:</i>	At your charge, by your preferential shipping agent (on notify of goods ready)	XX
<i>Packaging:</i>	Our standard package, included in supply	XX

3 “FAT / SAT” COSTS

FAT COSTS:

- Travel costs for customer's technicians during FAT tests, will be at customer's charge.
- Food and accommodation during FAT tests will be at customer's charge

SAT COSTS:

- The installation and the training at customer site will be done by supplier's specialized technicians
- Travel costs, labour for supplier's technicians during installation, will at supplier's charge.
- Food and accommodation during installation of machine at customer's plant will at customer's charge (excluded from the offer)
- In case of request for extra training, start-up client, the additional days will be listed according to the current tariffs
- The days and any additional costs will be invoiced separately

4 ACCEPTANCE CRITERIA AND TRAINING

The acceptance of the system subject of this offer and the consequent invoicing of the agreed percentages, are closely bound to the functionality tests to carry out:

- At supplier's factory before the delivery (FAT) with estimated duration XX days (as per offer).
Successful completion of the Quality Test shall mean proven ability to:
 - ❖ 4 hours of continuous operation (referred to only one configuration to agree) in the presence of the customer's technicians, at the productivity guaranteed minimum (XX pcs/h), excluding stops for malfunctioning of the loading systems, due to the poor quality of the components
 - ❖ Checking the changes of size (if any)
 - ❖ Checking the dimensions shown on the assembly drawing, such as critical dimensions (if any) referred to the assembly process or subject of this contract provided, performed on 150 samples consecutively numbered
 - ❖ Training to the operators
- At customer's site after installation (SAT) with estimated duration XX weeks (as per offer) with the presence of XX technicians.
Successful completion of the Quality Test shall mean proven ability to:
 - ❖ 4 hours of continuous operation (referred to only one configuration to agree) in the presence of the customer's technicians, at the productivity guaranteed minimum (XX pcs/h), excluding stops for malfunctioning of the loading systems, due to the poor quality of the components
 - ❖ Checking the changes of size (if any)
 - ❖ Checking the dimensions shown on the assembly drawing, such as critical dimensions (if any) referred to the assembly process or subject of this contract provided, performed on 150 samples consecutively numbered
 - ❖ Training to operators

After each successful test, the customer is required to sign an ACCEPTANCE report.

5 WARRANTY

A UNO TEC S.r.l., hereinafter referred to as the "Manufacturer", hereby declares that the equipment is not faulty and guarantees its correct operation, both in terms of the quality of the material and the quality of construction, in compliance with the following warranty conditions.

5.1. CLAIMS CONCERNING DEFECTS

In the event of finding a defect, the Customer shall notify the Manufacturer or his authorized agent promptly, providing in writing all useful information to help identify the cause, no later than 8 days following the discovery of the defect. If required, an authorized technician may inspect the machine to identify the problem.

5.2. CONDITIONS AND COVERAGE

- The warranty is valid from the date of delivery of the machine to the customer's premises and, where applicable, the signature of the test report, if laid down in the contract.
- The warranty is valid for a period of 12 months.
- The machine parts which, at the judgment of the Manufacturer, are deemed to be faulty due to material or construction defects, shall be repaired or replaced free of charge.
- All faulty pieces replaced under warranty remain the property of the Manufacturer.
- Repairs carried out under warranty in no way extend or renew the warranty itself.
- No parts can be returned without the prior consent of the Manufacturer.

5.3. VALIDITY CONDITIONS

The warranty is valid only under the following conditions:

- That all payment terms laid down in the purchase contract have been fulfilled.
- The packaging must be opened and the machine installed and commissioned by technicians of the Manufacturer or other staff authorized by the Manufacturer.
- Modifications, dismantling or repairs must be authorized and performed by the Manufacturer or other explicitly authorized staff.
- The electrical system in the place of installation must comply with the statutory requirements and must be earthed in compliance with IEC standards.
- Periodical maintenance must be carried out regularly and correctly according to the usage of the machine, as indicated in the instruction manual.
- The Manufacturer guarantees the machine functions within the limits clearly laid down in the technical specifications, particularly referring to the intended use indicated in the instruction manual and the process materials specified in the contract and supplied by the customer.

Any modifications carried out on the machine which are not formally approved by the Manufacturer in advance shall automatically lead to the invalidity of the warranty, holding the Manufacturer harmless of all liability.

5.4. EXCLUSIONS FROM THE WARRANTY

The warranty does not cover the replacement of the machine, but only its repair.

The followings are excluded from the warranty:

- malfunctions and poor performance attributable to the quality of the pieces to be assembled supplied by the customer
- repairs required following negligence, carelessness, incorrect maintenance or improper use of the machine
- remote/telephone assistance (excluding machine defects discovered by the Manufacturer)
- additional operator training in machine use and maintenance
- transfer costs will be borne by the customer (labor for parts replacement, actual repair costs, shipment of goods and customs duties, where applicable)
- replacement of parts subject to wear
- all consumable materials

Moreover, claims for direct or indirect damages, the termination of the contract, price reduction or suspension of payments are also excluded.

5.5. MANUFACTURER'S RESPONSIBILITY

The Manufacturer is liable for the compliance of the machine to the product specifications described in the supply contract. The Manufacturer declines all liability for direct or indirect damage or injury resulting from the non-compliance with the instructions provided in this instruction manual, particularly concerning safety, installation and the lack of or incorrect maintenance.

5.6. COMPLAINTS

Only the first direct purchaser of the machine is authorized to make complaints, in compliance with this warranty. The warranty shall not be extended to third parties.

6 REMARKS

To confirm the proposed solution and to define the real costs, A UNO TEC needs:

- 500 pcs samples for each components / assembling codes (if any)
- 1 reel per type of tube (if any)
- Component's technical drawings with tolerances
- critical points/components to consider during the machine develop
- leak and flow test parameters (if required)
- good/reject samples to reference for tests equipment
- clarification on all matters reported on the proposed process
- final acceptance criteria of the machine

Regarding to the installation's site of the automated system, to the Customer is PEREMPTORILY demanded to:

- Ensure that the electrical and pneumatic main lines that the machine has to be connected to conform to Norms and Law.
- Inform A UNO TEC about dimension of the openings and access doors to the area where the machine has to be installed and especially of possible critical environmental/room conditions (temperature, humidity).

As for the components to process, to the Customer is PEREMPTORILY demanded to:

- Verify conformity of the components to be assembled on the machine, to the dimensions, tolerances, and types of materials declared on the technical drawings for each component / part to be processed; possible delays on the supply of the requested materials (drawings and samples), could be a reason of delay on the agreed delivery date of the machine, without any obligation for the supplier.
- Within 1 months from the order, the customer promptly delivers samples of the components/parts to be assembled on the machine, to allow the trials during set up of the machine, and final acceptance at supplier's plant (FAT).

Following the activities listed, you can assume a number of hours of machine operation at least 60 hours but anyway the number of pieces to be delivered must be agreed and confirmed in the terms of the order. Possible delays on the supply of the requested materials (samples) could be a reason of delay on the agreed delivery date of the machine, without any obligation for the supplier.

Possible extra costs for changes on the machine due to differences between the samples of the first delivery (to develop the project) and the pieces of the second delivery (to make all the tests), will be EXCLUSIVELY charged to the customer, as the customer is the only responsible for the quality of the pieces supplied during all the duration of the job.

Possible changes on the machine due to problems on the components could be a reason for delays on the agreed trials at supplier's plant (FAT), without any obligation for the supplier.

Quality of components should be good enough to guarantee the success of the tests and allow correct operation of the feeding systems. Should those conditions happen during the phase of construction, or during the automation test acceptance, A UNO TEC will be forced to interrupt the process without any responsibility for possible delays in delivery of the equipment.

Under no circumstances, A UNO TEC will be responsible for bad operation of the machine when using raw materials different from those specified at beginning of the project as such specifications were used to design, manufacture and test all the mechanical and electrical parts.

It would be advisable that each component is marked with relevant mould identification code.

All the costs for Customs and/or disposal testing material will be invoiced to the Customer increase of 20% (all components need to be shipped DDP – Delivery Duty Paid)

Request for changes on the Automation:

- After feasibility analysis, any changes on the project requested after the order, will be quoted separately, reviewing the (if necessary) delivery time, without any obligation for the Supplier.
- After feasibility analysis, any changes on the project requested after the project acceptance (project validation phase), will be quoted separately, reviewing the (if necessary) delivery time, without any obligation for the Supplier.

All the materials/components bought and deleted/canceled with new changes, all the worked time done until the new changes will be invoiced to the Customer.

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