



GENERAL CONDITIONS OF SALES

1. Scope

1.1 These General Conditions of Sale shall apply to any Sales Agreement or orders in which the supplier is the Seller, regardless of any general conditions of sale or of contract of the Buyer, even without an express objection to them.

1.2 Any amendment or modification of these General Conditions of Sale shall be valid between the Parties only if in writing and undersigned by the Buyer.

2. Warranty

2.1 For a period of 12 (twelve) months from the date of delivery, the Seller guarantees that the Product has no the defects nor faults, and shall be responsible for any liability and claim arising out of or deriving from the supply of defective Products or not in compliance of the technical standards in force.

2.2 The warranty herein shall be solely limited to the repair and/or free replacement of the originally defective parts. Said repair must be carried out at the Seller's premises or in another site indicated by the Seller itself and shall not cover functioning problems deriving from modifications, assembly and procedures carried out afterwards by the Buyer and not authorized by the Seller. Moreover, the warranty shall not be due if the Buyer uses the Product in a different or improper way with respect to the indications contained in the User's Handbook.

2.3 In any case, the Seller shall not be bound to provide warranty assistance service if the damage, malfunctioning or lack of functioning is due to, but not limited to: (a) accidental cause (b) disasters, (c) war or terrorist attack, (d) transport damages, (e) negligence, (f) unsuitable installation, (g) alterations damages, (h) previous repair provided by a person non qualified or non authorized by Seller, (i) transformation, (j) connection to an unfit equipment, (k) use of inks or detergents not approved by Seller, (l) fortuitous event. In said cases, the damages shall be repaired by Seller, only after written acceptance of the related estimate by Buyer.

2.4 The use of parts, accessories or not recoverable items not manufactured by Seller implies the loss of warranty with reference to hydraulic circuit and heads.

3. Claim

3.1 Buyer forfeits the warranty right if it does not promptly notify any defect, with the specific Claim form (RMA), by registered letter sent to the Seller within 8 (eight) days from the discovery of the fault.

3.2 Upon discovery of the fault, Buyer undertakes to immediately stop the use of the presumed faulty Product and to take all necessary measures to reduce the risk of deterioration of the Product. Quality related claims shall not be taken into consideration if related to the lack of features not guaranteed in the User's Handbook, or not related to a normal use of the Product.

3.3 Upon receipt of the claim, Seller shall appoint its own technical personnel to conduct an inquiry in order to collect all information necessary to determine the foundness of the claim.

3.4 Notification of potential faults related to the Products supplied by Seller does not exempt Buyer from the payments according to the terms agreed upon: any delay shall cause immediate forfeiture of all warranty rights.

4. Liability

4.1 Seller is responsible for any damage caused to the Buyer resulting from planning or manufacturing faults, with the exclusion of all faults related to an irregular use of the Product by the Buyer.

4.2 Seller shall not be responsible for any damage and/or irregularity related to the use of the Product, resulting from a misuse of the Product by the Buyer in violation of the instructions contained in the User's Handbook or in the technical documentation, if any, or in violation of the indications given by the Seller. Buyer shall have to verify and grant the suitability of the Product with all its own products, accessories and equipment which will be used together with the Product. If any damage related to those aspects occurs, the Seller shall not be held responsible.

5. Force Majeure

5.1 Seller shall not be responsible for delays in the delivery or for its non-fulfilment, directly or indirectly caused by:

- Force Majeure events (a force majeure event shall include but not be limited to: legal prohibitions, wars, rebellions, revolutions, strikes or any other labour dispute, fires, floods, sabotages, nuclear accidents, earthquakes, storms, epidemics).

Seller shall promptly notify in writing the termination of the force majeure event.

6. User's Handbook

6.1 The Products shall be supplied with the User's Handbook and with any other technical papers deemed to be relevant for the Buyer's correct information. In lack of said instructions, the Buyer shall in any case be bound to use the system exclusively for its destination in compliance with the Seller's indications or with common sense; otherwise, the Buyer shall forfeit the warranty right set forth in article 2.

7. Buyer's obligations

7.1 Buyer must own all structures and facilities necessary for the correct use of the Product and must have knowledge of their features and be completely familiar with their technological and technical capacities in order to ensure a proper use.

7.2 Buyer shall verify and grant the suitability of the Product with all its own products, equipment, accessories, which will be used together with the Product.

7.3 Buyer guarantees compliance with all the instructions provided by the User's Handbook as well as with all indications concerning the use of the Product supplied by the Seller.

7.4 Buyer shall be responsible for the lack of information to the Seller with reference to the rules concerning product liability, homologation and safety and any other technical regulation in force in the Country in which the Product will be used.

8. Intellectual property

8.1 Any information, technical standard, specification and procedure supplied from the Seller to the Buyer shall remain exclusive property of the Seller. No licence of trademark or patent or any other industrial or intellectual property right related to technical specifications and to the transferred know-how shall be deemed as granted to the Buyer following this contract.

8.2 Upon termination of the relationship or upon fulfilment of the service, the Buyer undertakes to promptly return to the Seller all information, documents and specification belonging to the Seller.

8.3 Within the limits of its knowledge and responsibility, the Seller grants to the Buyer that the use, the commercial exploitation and resale of the purchased products do not infringe any intellectual

and industrial property rights of third Parties; in the event of a claim or litigation, the Seller shall indemnify and hold the Buyer harmless from any kind of responsibility or related consequence.

9. Confidentiality

9.1 The Parties undertake to treat as confidential any secret information or document of which they have gained knowledge of during the execution of the supply. Said obligation shall also concern all consultants, employees, assistants, agents or other intermediaries and any third party that collaborate with the Parties for the manufacturing of the Products.

9.2 The above said obligation shall be effective during the term of the sales relationship between the Parties and for 2 (two) years following the termination of relationship, for whatever cause or reason

10. Privacy

10.1 According to the Italian Law D. Lgs. n° 196/2003 (Personal Data protection Act), the Seller informs that: a) Buyer's data will be treated and communicated to third parties (for ex. banks, consultants etc...) for the execution of the agreements, according to the above mentioned Law; b) the Seller, with registered offices in Via G. di Vittorio is the personal data protection Responsible; c) Buyer has the power to exercise the rights granted by the article n. 7 of Law D. Lgs. n° 196/2003.

11. Governing Law / Jurisdiction

11.1 These General Conditions of the related Sales Agreement /Orders are governed by the laws of Italy. The application of the United Nations Convention for the International Sale of Goods (CISG - 1980 - Wien) is hereby excluded.

11.2 All disputes concerning the performance and the interpretation of these General Conditions of Sale, shall be referred alternatively to the jurisdiction of the Court of Milan or of the Court of Buyer's country



GENERAL CONDITIONS OF WARRANTY

1. Scope and Duration of the Warranty

These General Conditions of Warranty are an integral part of XLogic's General Conditions of Sale. They shall apply to all Products by XLogic S.r.l..

For a period of 12 (twelve) months from the date of delivery, XLogic guarantees that its Products have no planning or manufacturing faults and also guarantees the utilized materials in normal conditions of use in compliance to the User's Handbook, unless otherwise provided by the indications on the Products.

2. Terms

During the warranty period, XLogic will repair or replace the piece at its plant in Milan (Italy) or at its distributors qualified as "maintenance" that work in the Buyer's territory. In any case, the packaging and transportation expenses shall be borne by the Buyer. The repair or the replacement does not imply any deferment of this warranty.

3. Liability

In any case, XLogic shall not be bound to provide the warranty assistance service if the damage, malfunctioning or lack of functioning is due to, but not limited to: (a) accidental cause (b) disasters, (c) war or terrorist attack, (d) transport damages, (e) negligence, (f) unsuitable installation, (g) damages due to alteration, (h) previous repair provided by a person non qualified or non authorized by XLogic, (i) transformation, (j) connection to an unfit equipment, (k) use of inks or detergents not approved by XLogic, (l) fortuitous event. In said cases, the damages shall be repaired by XLogic, only after written acceptance of the related estimate by Buyer.

XLogic undertakes to carry out the assistance service or the piece replacement in the shortest possible time, subject to XLogic's exclusive right to plan the service according to its working priorities. XLogic shall not be responsible for possible damages arising out of the machinery's stop.

Use by the Buyer of inks or accessories that have not been approved in writing by XLogic, will automatically imply the exclusion of the Product from the warranty. The warranty herein shall be solely limited to the repair and/or free replacement of the originally defective parts.

In any case, no assistance service will be carried out if XLogic should discover potential planning and assembly faults and/or modifications performed by the Buyer and not authorized by XLogic itself.

Use of parts, accessories or not recoverable items not manufactured by XLogic automatically implies the loss of warranty with reference to hydraulic circuit and heads. For the parts, accessories, not recoverable items not manufactured by XLogic, but supplied by XLogic, the warranty that the supplier will grant to XLogic will be in force.

4. Instructions

XLogic does not guarantee that the supplied products are suitable for a use different from the one provided for by the relevant "instructions" and it is not responsible for all damages deriving from an improper use or non-use.

5. Final dispositions

Everything contained herein is the only valid warranty, no one is authorized to amend the relevant terms, both verbally and in writing. Any further warranty imposed by law is limited to what is provided explicitly in this document .