



GENERAL TERMS OF SALE

The following general terms of sale will be applied to all commercial transactions between AIRBRAVO Srl and its customers. Any departures from these terms must be agreed upon beforehand with our Commercial Department. Terms for supply, quantity and quality of the goods described on the order confirmations are considered as wholly accepted unless they are contested within 2 days from their receipt.

PACKING:

Packing is included in the case of cardboard boxes. Special packing or packing on demand are charged to the Customer .

DELIVERY:

The delivery date is to be agreed upon with Airbravo Srl's commercial office. The delivery, unless other specific agreements have been made, is intended ex works Airbravo Srl . In the event of delivery to destination to be invoiced, the goods are considered as delivery ex works Airbravo Srl. The Customer will always be liable for freight risks. The delivery date is purely indicative and not binding for the seller. Therefore, there is no compensation for direct and indirect damage caused by delivery delays.

Airbravo Srl reserves the right to decrease the quantities supplied and effect different delivery terms in the event that unforeseeable events deriving from Airbravo Srl or from third parties do not allow delivery dates and quantities to be respected. The Customer will not be entitled to compensation for damages or to any other type of compensation.

PRICES AND PAYMENT:

Prices are net, excluding VAT and freight costs as well as any other cost not specifically taken on by Airbravo Srl. Unless agreed differently, payment is cash on delivery. Each payment, even in the case of cash order, is to be effected to the Airbravo Srl premises upon issue of invoice. Contextual or deferred payment may not be delayed or postponed, not even in the event of controversies, challenges or delays due to Airbravo Srl or third parties.

In the case of delayed payment with regard to the agreed terms, without need to place in default recourse to arrears proceedings, Airbravo Srl will be paid arrears interest equal to the highest "Prime Rate" applied by major Italian banks (BIN), upon factual payment, increased by 5% (five percent).

GUARANTEE:

Duration of guarantee: 12 months from the delivery date for defects and imperfections, as long as the products have been used normally, have not been modified and have been installed and used according to the rules for installation, use and maintenance. Filters and other parts subject to wear do not fall under the guarantee. The motor and other electrical parts are under a guarantee in no case longer than the supplier's.

Airbravo Srl will repair or replace goods originally defective which must be sent back using the courier arranged by Airbravo Srl. In the case that repairs are effected on the Customer's premises, the guarantee will only cover the reimbursement of the parts recognized as defective by Airbravo Srl and at the cost per hour for labour prevailing at the time of repair, as long as the intervention has been authorized beforehand in writing by its Commercial Department.

In no case does the guarantee cover the technical team's travel and lodging expenses, when repairs are effected on the final customer's premises. Moreover, the supplier is exempted from all reimbursement obligations for technical breakdown and damage in general. The Customer is responsible for checking the goods received before using them and/or yielding them to third parties.

COMPLAINTS AND RETURNED GOODS:

All complaints must reach the administrative premises of Airbravo within seven solar days from the date of receipt of goods by the purchaser. Complaints received after this time limit will be debarred.

Deficiencies or damages must be contested directly to the carrier upon delivery of goods, in writing on the freight document of the travelling goods.

Airbravo Srl will not accept returned goods unless this has been agreed beforehand with its commercial office. Airbravo Srl will withhold 25% of the net value of the goods against expenses incurred in the management of these returned goods.

TECHNICAL SPECIFICATIONS:

If not otherwise agreed, goods are supplied suitable for 380 V and 50 Hz Three-phase current supply. Any variations must be specifically requested and will then be quoted accordingly.

Airbravo Srl reserves the right to modify without prior warning the technical specifications and dimensions of the products.

COMPETENT FORUM:

For any dispute arising the Court of Rome will be the place of jurisdiction . The place where contracts are signed and the existence of draft payments does not compromise the Court of Rome's competence.