

**1. ORDERS ACKNOWLEDGEMENT.** Orders will become effective only after our written acknowledgement.

Each order must include the following information:

- a) features of the products required
- b) quantity of the goods
- c) price of the goods
- d) delivery terms and conditions.
- e) payment terms and conditions

**2. PRICES.** Prices are EXW, VAT excluded.

**3. DELIVERY TERMS.** Every change requested by the customer during production releases FAIRWIND S.r.l. from the respect of the agreed delivery terms.

**4. COMPLAINTS.** The buyer must check the perfect conditions of the goods. Every complaint about damages or tampering must be communicated by the purchaser within 8 days from the receipt of the goods.

**5. GOODS CONFORMITY.** The conformity between goods ordered and goods received must be verified and checked at their arrival. Discrepancies must be communicated in writing, also by fax, within 8 days from receipt at the latest, making reference to all of the details for an immediate check. After this period the goods are considered accepted.

**6. WARRANTY.** Warranty covers only production faults. Defective parts will be replaced without charges. Additional costs borne by the manufacturer and/or by the final user are not covered by warranty and are not refunded. Defects found by the producer, during production process are covered by a 24 month's warranty from the date of delivery of the lot, as reported on the delivery documents. Defects found on the field are covered by a 24 month's warranty from the date of installation at the final user's end, and in any case no longer than 30 months from the date of delivery of the lot, as reported by a fiscal document issued by the technical service, stating the warranty replacement of the parts. The improper use or installation and the tampering of the products and/or the data sticker unreadable or damaged, and/or the wrong usage due to the producer are not covered by any kind of warranty. The manufacturer will send the faulty parts together with either a report describing each fault or the fiscal document of the technical intervention under warranty.

FAIRWIND S.r.l. will judge the returned parts and the documents with regard to the guaranty cover. To obtain warranty the documents enclosed to the returned parts must mention:

1. For defects found during the production cycle: delivery lot reference; details of the delivery document and of the commercial invoice; description of defect; date of defect discovery.
2. for defects found on field: delivery lot reference; description of defect; date of defect discovery.

**7. GOODS RETURNED UNDER WARRANTY.** The modality and time for the return of the goods must be previously agreed with FAIRWIND S.r.l.

**8. DAMAGE QUANTIFICATION.** FAIRWIND S.r.l. will only replace and/or repair defective parts, but, it does not take responsibility for any damages caused by the installation of their product. If there are some missing parts and the responsibility is not of FAIRWIND, they will be replaced charging the cost to the purchaser.

**9. PAYMENT.** Payment terms will be clearly reported on the invoice. Payment will be settled according to the terms reported in the offer. FAIRWIND S.r.l. is entitled to demand the restitution of the goods not completely settled and to withhold the amount paid as compensation for damage. When payment is effectuated after due date, FAIRWIND will debit interest on arrears at 1-month EURIBOR - monthly average plus 4%.

**10. TECHNICAL FEATURES.** The purchaser must carefully evaluate all the details reported on invoice documents, packing, handbooks and technical documentation, leaflets, brochures, and catalogues, to verify the congruity of the above-mentioned details, with reference to rules, laws, habits of the destination country.

**11. IMPROVEMENTS AND CHANGES.** Whenever necessary, FAIRWIND S.r.l. may change technical and aesthetical features of their products. Specifications reported in catalogues and handbooks are subjected to changes without prior notice.

**12. ARBITRATION CLAUSE.** All disputes for value higher than €. 10.000 shall be settled according to the *Regolamento di Mediazione e Arbitrato di Curia Mercatorum della Camera di Commercio di Treviso*.

Signature\_\_\_\_\_

In conformity with articles 1341 and 1342 of the Italian low civil code, the Supplier specifically approves articles 6 (Warranty), 7 (Goods returned under warranty), 8 (Damage quantification), 9 (Payment) and 12 (Arbitration clause).

Signature\_\_\_\_\_

**FAIRWIND S.r.l.**

REGISTERED OFFICE: VIALE LUIGI CADORNA, 20 - 31100 TREVISO (TV) - ITALY

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