

General conditions of sales

1. Definitions:

for the purposes of these conditions of sale, the terms listed below shall have following meaning:

- “FGS SRL” shall mean FLUID GLOBAL SOLUTIONS Srl;
- “ORDER” shall mean any order received by FGS Srl by fax or email, telephone and/or communication from the customer;
- “CUSTOMER” shall mean any company, body or legal entity that intends to purchase products/services from FGS Srl;
- “PRODUCT” shall mean any good and/or service provided by FGS Srl;
- “SALE” shall mean each sales agreement entered between FGS Srl and the Customer.

2. Purpose:

The general conditions of sale of products are to be considered as binding customer and are applied to all the sales made by FGS SRL. In case of conflict between any clauses, those individually undersigned in the document below, or otherwise acknowledged for acceptance by the customer by means of order confirmation sent by FGS SRL, shall prevail. The conditions set forth below may be changed without notice and shall be valid for 30 days after transmission the Customer by FGS Srl.

3. Order Confirmation:

An order confirmation will only be valid if it is sent by FGS Srl to the Customer by email or fax as an Order Confirmation form. The order shall be deemed automatically accepted after 24 hours from transmission. After that, any order accepted by FGS Srl cannot be cancelled the Customer, unless with the written consent of FGS Srl.

4. Delivery:

The terms of delivery are approximate and in any case as of the order receipt date. delivery term reported in the Order Confirmation will indicate the day of departure of the Products from the warehouses of FGS Srl, and

- unless otherwise possibly agreed in writing between Parties from the warehouses of FGS Srl, and
- unless otherwise possibly agreed in writing between Parties - FGS Srl will deliver the products ex works, as defined in the INCOTERMS published by international Chamber of Commerce, in their latest version.

FGS Srl shall not be deemed responsible for any delay, or the failure to deliver, or partial deliveries, in case of external events outside control of FGS Srl, such as delays due to strikes, lockouts, interruptions or suspensions of transports force majeure, delay or failure of customer in communicating technical data that is fundamental for completing the products, or inaccuracy thereof, as well as in case of difficulty in procuring raw materials or semi-finished products from its own suppliers. The above-mentioned events are just examples, and their occurrence will not entitle the Customer to claim compensation for damages, if many, or indemnities of any type.

5. Prices:

The price indicated by FGS Srl is only valid for the Order Confirmation that the price is referred to and is not binding for future Orders. The price does not include any performances or charges that are not specified or mentioned in the Order Confirmation, and in any case it does not include the taxes applicable in the place of destination.

6. Transport:

Unless otherwise agreed between the Parties, transport shall always be at the expense and risk of the customer, even in the case of goods sold with free delivery. Therefore, FGS Srl will not be responsible for any breakage, failure, damage or loss. In all such cases, the recipient may claim compensation from the company or carrier that has performed the transport. Unless otherwise agreed between the Parties, any transport lower than 100.00 € (Euros) is always to be deemed at the expense of the customer.

7. Packing:

Unless otherwise agreed between the Parties, packing costs will be calculated as 2% of the net value of the order. If the value of goods is lower than 100.00 € (Euros), 2.00 € (Euros) shall be charged.

8. Warranty:

FGS Srl guarantees its products as described in the specific warranty that can be viewed on and downloaded from its website at address www.fgsolutions.eu/ .

The warranty is only valid in case of ascertained material or manufacturing defect. Only in this case FGS Srl shall replace the part or provide a new supply, under the warranty. The warranty will not apply if the products have not been stored appropriately, or if they have been tampered with, or altered without the consent of FGS SRL, and in case of:

- 1) negligence or other improper actions of the customer, its employees, or third parties designated by the customer.
- 2) Improper installation by the customer or by its auxiliary personnel.
- 3) Alterations or work done by third parties not authorized by FGS Srl on the products supplied by FGS Srl.

In particular, the warranty does not cover any defects or flaws deriving from or connected to the material normal wear or use, or improper use or misuse of the supplied parts, or the failure to perform maintenance or the performance of a bad maintenance on them by the customer or its auxiliary personnel; the warranty is not applicable if unserviceable or easily perishable material is used. Any expenses incurred for personnel or professionals required to work on non-conformities shall be charged to the Customer, and the same goes for transport.

Parts or spare parts purchased from third parties will be covered by the warranty of the respective manufacturer and/or vendor.

9. Limitation of Liability:

FGS Srl may in no case be held liable for damages of goods, including damages of products or parts repaired or serviced by the customer. In no case FGS Srl will be liable for indirect damages, including loss of earnings and/or profit of the customer due to the unserviceability of the equipment subject to reparation and/or maintenance, or any other specific, contingent and/or accidental indirect consequence not deriving from or connected to the work of FGS Srl, except in case of wilful misconduct. In no case FGS Srl can be held liable for damages that cannot be foreseen by FGS Srl at the time of the conclusion of the contract. FGS Srl will not be liable for any damages deriving from work done by the customer or by third parties, even with the assistance of FGS Srl. FGS Srl will be liable for the direct damages deriving from the work done by its own personnel or from the work done by third parties on the instructions of the FGS Srl personnel. In any case, the liability of FGS Srl may not exceed 1/3 of the price agreed in the contract.

10. Insurance Coverage:

FGS Srl has taken out the Third Party Liability Policy for mechanical businesses no.288A4833 with Zurich Insurance plc, for the coverage of risks related to damages to third parties caused by the following products: compressors, pumps and their components, mechanical seals.

The policy guarantees are furnished up to a maximum cover per claim equal to 2 million Euros for direct damages to third parties. Therefore, FGS Srl may only be required to pay compensation for damages within the insurance coverage limits. It may not be required to pay any different amounts and/or amounts exceeding the policy coverage.

11. Payments:

Payments must be made directly to our office, and in all cases according to our instructions, and must be effected in Euro. In case of late payments, FGS Srl can decide to suspend and/or cancel the relevant supply, and to change the commercial terms. If the delay in payment by the customer is longer than 60 dd (days), FGS Srl will apply a percentage of interest equal to 7% of the due amount, adding any possible legal expenses.

12. Privacy:

The personal data supplied by the customer will be processed in compliance with the provisions of the Privacy Act. The above-mentioned data will be processed according to procedures that guarantee the security and confidentiality of data. Data will be processed for commercial purposes within the scope and for the performance of the contract entered into. Personal data may be communicated to third parties in Italy or abroad for the achievement of the purposes set out above. Data subjects have the right a) to obtain the confirmation of the existence of any personal data being processed about them b) to obtain the cancellation, transformation, updating, correction and/or supplement of data, c) to oppose the processing of personal data for purposes of business information, or despatch of advertising material.

13. Applicable Law and Jurisdiction:

All the contracts entered based on these general conditions are governed by Italian law. Any dispute between the Parties about the validity, interpretation, or implementation of these general conditions and the contracts entered based thereon, or otherwise concerning them, shall be subject to the exclusive jurisdiction of the court of La Spezia. Pursuant to articles 1341 and 1342 of the Civil Code, I hereby declare that I have read the general conditions on the website of Jobson Italia srl, and that I approve in writing the individual clauses: 8 (Warranty) 9 (Limitation of Liability); 10 (Insurance Coverage); 13 (Applicable Law and Jurisdiction).

La Spezia, 28.08.2018

