

GENERAL CONDITIONS OF SALE

1. The validity of this Order Confirmation is 60 days. Upon expiration of the aforementioned deadline without the Buyer having signed the Order Confirmation for acceptance, Doss Visual Solution srl, hereinafter referred to as the Seller, reserves the right to cancel or change what has been agreed.

2. The eventual supply will include the machinery and equipment specified in the Order Confirmations issued by the Seller, at the conditions in each of them indicated. Orders will be binding on the Seller only after their formal acceptance. Any change must be requested by the Buyer in writing and approved by the Seller.

3. The prices indicated in our Order Confirmations are calculated in base of the costs in effect on the date of the Order Confirmation. Prices may be subject to change if those of the components change at the moment of delivery and if the variation is greater than 5%.

The prices indicated in the currency of our Order confirmations are determined on the basis of the exchange communicated on the date of issue of the order confirmation. Prices may change if at the time of delivery, the ratio of the change of the day of issue of the invoice is higher than 3%.

4. All the goods indicated in the Order Confirmation are intended to be sold with the agreement for the retention of title until full payment of the agreed amount (Art. 1523 CC and following). The buyer cannot resell, transfer or constitute in guarantee the machine without having first paid the full amount to the Seller, who must immediately be notified, by registered letter, of the executive procedures that, on the request of third parties, had affected these machines. Violation of the obligations contained in this article entails the termination of the contract. Furthermore, a penalty will be applied for damages equal to the residual amount still due to the Seller. In any case, the Seller is entitled to claim compensation for further damages. The Buyer must also keep the machinery insured against fire risks, providing proof of this if requested and he is responsible for preserving it against any damage caused by third parties until full payment of the supply. From the time of shipment the risks are assumed by the Purchaser. It is expressly intended and agreed that the acceptance changes, the authorized sections and those eventually renewed if not paid, do not derogate the principle of Art. 1498 c.c. of the C.C. about the place of payment, which must take place at the Seller's home. The Seller reserves all ownership rights to know-how, projects, technical manuals, drawings and software logic executed by its Technical Departments. The Buyer acknowledges all these rights and undertakes NOT to make the above known to third parties without a written authorization from the Seller.

5. The delivery term starts from the date of receipt of all the documentation sent to the Buyer (Order Confirmation, Financing or Payment Statements) and turned to the Seller signed for acceptance (without prejudice to the advance payment agreed at the time of writing of the Order). Any requests for technical improvements or changes will shift the delivery terms (which in no case are considered binding for the Seller) and will involve in any case a revision of the previously agreed costs. The reasons for delayed deliveries, in addition to those due to force majeure, includes strikes, lockouts, work interruptions due to lack of raw materials both in the Seller's plants and in those of its Suppliers. Bearing in mind that the Seller undertakes to keep delivery delays within acceptable terms for the Buyer, in no case the Buyer will be entitled to compensation for damages for late delivery.

6. Payments must be made to the Seller's Head Office. In case of late payment, not in according to the terms indicated in the Order Confirmation, the Buyer must pay default interest of 5%, unless otherwise agreed between the parties. Payment by way of bill or bill of exchange is made only for convenience of collection, without transfer of jurisdiction and place of payment that will remain the Head Office of the Seller. After the agreed terms no currency discount or other discount can be applied. The claim of the supplied machine, such as the lack of equipment and accessories, when this does not exclude the normal use of the machine, does not give the right to suspension, even partial, of the payments.

7. The prices shown in the Order Confirmation are intended for machinery tested at the Seller's factory and in the presence of a Purchaser Technician who will certify the correct execution of the Test. In any case, when the machine is tested, a

report will be sent to the buyer for confirmation; this confirmation can replace, upon agreement of the parties, the acceptance of the machine even in the absence of a Buyer Technician at the time of testing. In the absence of machine acceptance or acceptance for confirmation of the test report, the machine cannot be delivered to the Buyer and this will constitute the Buyer's default.

8. Unless otherwise indicated, the prices shown in the Order Confirmation do NOT include the following services to be performed at the Purchaser's premises:

- assembly of the machine and its accessories and relative connection
- putting into service
- training of the Purchaser's technical staff

At the explicit request of the Purchaser, the Seller may dispatch his Technicians to carry out the aforementioned operations and repairs or replacements not provided for by the Contractual Guarantee. All these services, unless otherwise specified, will be charged to the Purchaser and will be invoiced according to the foreseen conditions. All ancillary costs for the hours of work of the Technicians / Assemblers of the Seller (eg: travel time, transportation costs of the Personnel, costs of board and lodging in the Hotel to the satisfaction of the Staff, etc.) are entirely borne by the Buyer.

9. At the time of testing at its facilities, the Seller will inform the Purchaser so that he can delegate his own Technician to attend the Test. At the end of the testing two parties will draw up a specific Test Report as per point 7. The Warranty will start from the signing or acceptance of the Test Report.

10. In case of modification of the technical version of the machine automatically elapsed between the date of stipulation of the contract and the date of delivery to the Purchaser, the Seller reserves the right of delivery of the updated version: any cost increases, unless otherwise agreed, will be entirely at Buyer's charge.

11. The transport and insurance costs shall be in charge of the Buyer or the Seller in accordance with the contractual terms of return (Incoterms). If the shipment of a supply was partially or totally delayed due to the Buyer, any risk and danger for the conservation of the machine passes, from the day of notice of ready goods, from the Seller to the Buyer regardless of that the right of ownership rests with the Seller. In this case the Seller may request the payment of the storage costs. Once the material has been delivered to the Purchaser's plant, they will have to arrange the necessary Insurance policy to guarantee any potential damage during the installation phase.

12. The Seller guarantees, for a period of 12 MONTHS, unless otherwise agreed between the parties, from the date of run-off of the machinery at the customer's plant, the regular function of the product, the good quality of the materials used and the perfect construction. This warranty term is understood to mean that the Seller undertakes to repair or replace those parts which are, at his sole discretion, defective due to poor material or construction defects. Beyond the repair / replacement mentioned above, the Seller has no obligation whatsoever, except in particular for the Purchaser the right to demand the termination of the contract or any compensation for damages.

13. The guarantee is NOT recognized by the Seller or ceases immediately in the following cases:

- any failures resulting from inexperience, carelessness or misuse of the machine
- variations in operating voltage exceeding 10% of the limit value permitted by European legislation
- when the machine or parts of it are repaired or modified without the prior written authorization of the Seller.

The machine warranty is NOT extended to:

- any tools supplied in support of the machine
- those parts which, due to their composition, material or the nature of their use, are inevitably subject to deterioration



Doss Visual Solution S.r.l.
Via dell'Industria 57/A, 25030 Erbusco (BS), Italy
Tel +39 030 7703191 | Fax +39 030 7703286
infodoss@doss.it | www.doss.it
Sede Legale: via Bellini 1, 24060 Villongo (BG), Italy

Reg. Imp. BG 03610310165
Capitale Sociale €50.000 i.v.
R.E.A. BG 393257
Partita IVA IT 03610310165
Codice Fiscale 03610310165



- material supplied by the Seller but not of his construction or design (in this case the guarantee granted by the Material manufacturer will be valid).

If the supply includes several elements, any disputes on one or some of them cannot be extended to all the remaining parts that are able to function independently of the disputed elements and this even when the price has been globally agreed for the entire supply. After delivery and subject to the provisions of this clause, the Seller will be released from any liability, even for defects due to causes existing before delivery.

It is expressly agreed that the Buyer will not make any claim neither for accidents to people or damage to things distinct from the subject of the contract and occurred after delivery, nor for loss of profit

14. The order implies acceptance of all these General Conditions of Sale to which no derogation is allowed, unless expressly agreed in writing by the parties.

Any dispute arising from or related to this agreement must be interpreted according to the legislation in force in Seller's domicile. The court of the Seller's Headquarter will have the exclusive jurisdiction over any dispute. However, upon the derogation, the Buyer may bring the dispute in front of the competent court of Buyer's Headquarter.