

CF Chiller Frigoriferi® srl

Produzione di gruppi frigoriferi (chiller) e pompe di calore,
Soluzioni a noleggio di gruppi frigoriferi e pompe di calore
Servizi di assistenza tecnica, manutenzione e FGAS

info@chiller-frigoriferi.it www.chiller-frigoriferi.it

Tel. +39 049 8792774 Fax: +39 049 8797940

Via Emilia Romagna. 38 - 35020 Saonara (PD) - Italia PIVA/C.F. 04727400287



GENERAL RENTAL TERMS

The hereby rental terms (“**conditions**” indicated below) regulate the products’ sale of **CF CHILLER FRIGORIFERI S.r.l.** (“**products**” indicated below) and they will be in force till the emanation of a new edition. The present version substitutes all the previous ones.

1 Products

The rental products this document presents the rental terms of, are those indicated in the CF CHILLER FRIGORIFERI S.r.l. price lists in effect at the time of the order.

The periodic sending of the price lists does not correspond to sending an offer with the quotation.

2 Quotations, Orders and Order Confirmations

2.1 The quotations contained in the offers made by CF CHILLER FRIGORIFERI S.r.l. are formulated in referring to the price lists. The prices indicated in the offers sent by post, email, fax or hand-delivered will be valid till the expiry date expressly mentioned on it.

2.2 CF CHILLER FRIGORIFERI S.r.l. can modify the prices reported on the price lists according to its recommendable evaluation just by specifying them in the offer.

2.3 The orders must be sent in writing. Once received, our sales department will draft an internal use order. This internal use order describes products, quantities, prices, services and rental terms (billing, payment terms, transport, delivery, installation, maintenance) and everything required to undoubtedly determin every single element of the order. The orders are irrevocable for the customer till the sending of the order confirmation edited by CF CHILLER FRIGORIFERI S.r.l. by and no later than 15 (fifteen) working days from the order receiving. The orders and the corresponding order confirmations can be sent by fax, internet, email or hand-delivered.

2.4 When expressly requested by the customer, the technical assistance on the products will be separately charged according to CF CHILLER FRIGORIFERI S.r.l. rates in effect at the time of the order.

2.5 The order must be considered refused when not confirmed in writing by CF CHILLER FRIGORIFERI S.r.l. by and no later than 15 working days from the order reception.

In case there were some changes from the order to the order confirmation, the modifications will be considered accepted after 5 (five) working days from the reception of the confirmation without receiving a written dissent from the customer.

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3 Prices

If not specified otherwise, the written prices of the rental products are always in Euros net of VAT, taxes, customs duties, shipping costs or any other charges correlated to the import of products to the destination country.

The rental products are supplied with standard packaging (cardboard and/or plastic wrap).

4 Variations

4.1 Any possible variations of the rental product required by the customer will always be approved in writings by CF CHILLER FRIGORIFERI S.r.l, which also have the right to accept them or not according to its own discretion. In case the variations would be accepted, the customer will be charged for the possible rate increase. Moreover, the delivery terms will be extended to let CF CHILLER FRIGORIFERI S.r.l. satisfying the requests.

5 Packaging

5.1 The rental products are supplied with standard packaging (cardboard and/or plastic wrap).

5.2 When expressly requested by the customer, special packaging will have a dedicated quotation in the order confirmation sent by CF CHILLER FRIGORIFERI S.r.l.

None objections or complaints made by the customer about the suitability or the price of the packaging will be accepted.

6 Payment Terms

6.1 The payment terms are essential and always indicated in the order confirmation. In case they're missing, the payment must be done before the delivery.

6.2 CF CHILLER FRIGORIFERI S.r.l. has the right to unilaterally modify the payment terms at any time, without any notice. At the sole discretion of CF CHILLER FRIGORIFERI S.r.l., payment delays can be subject to the delivery of accepted promissory notes provided with the agreed guarantees by the customer. The non-payment, even of a single instalment, or the customer decrease of the guarantees, will automatically cause the loss of the payment in instalments benefit, then the request of the entire amount collection from CF CHILLER FRIGORIFERI would be legitimate.

6.3 In case a payment by bank transfer or swift transfer is agreed, – with fixed currency at the day of the payment due - it must be made to the bank specified in the order confirmation by CF CHILLER FRIGORIFERI S.r.l.

6.4 Notwithstanding the fact that CF CHILLER FRIGORIFERI S.r.l. has the right to annul the order, in case of post-dated payment the customer will be charged for default interest in compliance with art. 5 del D.lgs. n. 231/02 and subsequent amendments and additions.

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6.5 Under no circumstances the customer can suspend payments because of delivery delay. Also the goods must be returned, otherwise CF CHILLER FRIGORIFERI S.r.l. will charge the customer for every day of delay.

7 Delivery and Transport

7.1 The delivery and the contemporary transfer of risks occur at the CF CHILLER FRIGORIFERI S.r.l. factory in Saonara (PD) when the products are loaded on the means of transport chosen.

7.2 In any case the delivery terms are not binding for CF CHILLER FRIGORIFERI S.r.l. that can modify them according to its own production and transport needs or in case of obstacles CF CHILLER FRIGORIFERI SRL is not responsible for, such as production plant malfunction, conflicts at work, delayed or defective subcontractor. If the customer requires a specific delivery term, it must be specified in the order and CF CHILLER FRIGORIFERI S.r.l. can confirm them in the order confirmation. If not accorded otherwise in the order confirmation, CF CHILLER FRIGORIFERI S.r.l. will deliver the product within 15 (fifteen) working weeks from the date of the order confirmation.

7.3 The collection of the product must be done by and no later than 20 (twenty) days from the due date indicated in the order confirmation, or from the notice of the product availability done by CF CHILLER FRIGORIFERI S.r.l. In case of delay in collecting a ready product, the customer will be charged for the CF CHILLER FRIGORIFERI S.r.l. storage occupation: €100,00 per week. Anyway the customer will be responsible for the risks the product is exposed to from the delivery date, or the availability notice.

7.4 The products transport cost, back and forth, are paid by the customer and charged when the goods are delivered.

7.5 The customer is responsible for products damages or damages caused to third parties during the transport and the loading/unloading operations. Moreover, the customer is responsible even though the transport company entrusts the service to third parties.

8 Installation/Assembly

8.1 Installation and assembly of the products are carried out directly by the customer, just not when differently accorded in writing.

8.2 When installation and assembly of the products are carried out by the customer, or by third parties from him appointed, the operations must be done following the instructions and the guidelines in the users and maintenance manual. CF CHILLER FRIGORIFERI S.r.l. won't be responsible for any damages occurred during installation or assembly operations.

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9 Documents, users and maintenance manual

9.1 The users and maintenance manual of the products will be inside the packaging, therefore it will be considered known at the moment of the delivery. Moreover, inside the packaging there will be the declaration of conformity in compliance with Direttiva Macchine 89/392/CEE. CF CHILLER FRIGORIFERI S.r.l. can also send a soft copy by email to the customer before or after the delivery.

9.2 Considering the users and maintenance manual delivered with the products, CF CHILLER FRIGORIFERI S.r.l. is not responsible for the operations of installation and assembly, neither for the non complying use or wrong maintenance of the product.

9.3 The user must take care of the rental product according to the instructions in the users manual, with sensibleness and use it for the specific destination agreed in the order confirmation.

9.4 The user must carry out the regular maintenance of the rental product.

10 Products Restitution

10.1 In accordance with art. 1590 c.c., when the lease expires, the user must return the product to CF CHILLER FRIGORIFERI S.r.l., to the agreed destination, completed with all the accessories/variations/settings indicated in the order confirmation. The restitution will be paid by the customer and he will arrange it with no need of CF CHILLER FRIGORIFERI S.r.l. to ask for it.

10.2 The product has to be in good conditions, unquestionable judgement of CF CHILLER FRIGORIFERI S.r.l. CF CHILLER FRIGORIFERI S.r.l. can require the customer to return the product to its original condition, otherwise after 15 (fifteen) days from the request the customer must pay a sum to reimburse the product. The amount will be determined by CF CHILLER FRIGORIFERI S.r.l.

10.3 No interventions, not even improving ones, must be done without the permission of CF CHILLER FRIGORIFERI S.r.l.

10.4 In case of delay on restitution, CF CHILLER FRIGORIFERI S.r.l. has the right to appeal to the competent authorities for the enforce recovery of the product. The user will continue to pay the agreed amount to the grantor - except for the compensation for greater damage - till the restitution of the product with a 10% increase,

11 Warranty

11.1 CF CHILLER FRIGORIFERI S.r.l. guarantees the products do not present faults in projection, materials and production. Those are compliant with the technical specifications in normal working conditions according to the instructions provided by CF CHILLER FRIGORIFERI S.r.l. The latter guarantees the compliance of the products referring to the UE

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standards and regulations. Any other standards or regulations about the products compliance effective in the customer country – outside the European Union – must be considered excluded.

11.2 The warranty does not cover the event of: (i) damages occurred during the transport, (ii) tamperings and alteration of any kind made by the customer or third parties without the CF CHILLER FRIGORIFERI S.r.l. permission, (iii) failure to observe the instructions or wrong application of them during assembly, use and maintenance, during repair or products substitution. (iv) damages caused by inappropriate use or storage of the products, (v) natural wear and tear, (vi) damages caused by the customer negligence or accidental events not attributable to CF CHILLER FRIGORIFERI S.r.l., (vii) damages occurred during the eventual period of delay, (viii) damages related to the use of not authentic spare parts, not authorised by CF CHILLER FRIGORIFERI S.r.l.

11.3 The warranty is effective for 12 (twelve) months since the delivery date. The client has to immediately check the products after their arrival and notice to CF CHILLER FRIGORIFERI S.r.l. if there are incomplete/wrong deliveries or evident defects specifying the corresponding lot and delivery date. This report must be sent within 8 (eight) working days after the delivery, otherwise the warranty becomes null and void. Anyways, eventual latent defects must be noticed by the customer within 8 (eight) working days after the identification, otherwise the warranty becomes null and void. In case the customer receives complaints from his clients related to latent defects of the products, without doing any admissions, offers or payments, he must send a strictly confidential report to CF CHILLER FRIGORIFERI S.r.l. with all the details to identify the lot, the date of delivery and the destination.

11.4 If CF CHILLER FRIGORIFERI S.r.l. acknowledges the presence of the reported defects, it will issue a credit note to the customer in the amount of the defective product or arrange the free substitution or the repair of it. DDP (Incoterms 2010), ALL LIABILITIES OF CF CHILLER ARE EXPRESSLY EXCLUDED, EVEN ACCORDING TO ART. 1519-QUINQUIES OF THE ITALIAN CIVIL CODE, FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES WHICH SHOULD DERIVE FROM THE DEFECTURE AND / OR NON-CONFORMITY OF THE PRODUCTS, WHICH MUST THEREFORE, TO THE EXTENT PERMITTED BY LAW, INTENDED EXPRESSLY DISCARDED BY THE CUSTOMER.

Anyways CF CHILLER FRIGORIFERI S.r.l. responsibility will never exceed the refund of the rental price of the product.

11.5 Once the warranty expires, the assistance will be charged to the customer for the substituted spare parts and the labour cost.

12 Industrial Property

All the industrial property rights on the products, the technical specifications, the users and maintenance manual, instructions, technical designs, technical data (both in writings and electronic means) are exclusive property of CF CHILLER FRIGORIFERI S.r.l.

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13 Transfer

The customer can not transfer or dispose in any ways of the rights and the obligations related to the rental contracts regulated by the hereby Terms, without the written permission of CF CHILLER FRIGORIFERI S.r.l.

14 Contract Termination by the User

14.1 The user can not withdraw from the contract during the first two years from the contract's signing.

14.2 After two years the user, who wants to exercise the right of withdrawal, must give notice of an explicit declaration by registered letter to CF CHILLER FRIGORIFERI S.r.l. at least three months early.

15 Contract Termination by the Grantor and Legal Termination ex art. 1456

15.1 Notwithstanding the possibilities of resolution expressly considered in the hereby Conditions or by the law, CF CHILLER FRIGORIFERI S.r.l. has the right to annul the rental contract with the customer at any time just giving a written notice:

- (i) in case of violation of one of the contract's Term by the customer – unless the violation is solved – within 30 (thirty) days from receiving the letter of formal notice;
- (ii) in case of insolvent customer, declared bankrupt, receivership, creditors arrangements and any other form of insolvency procedure and legal proceeding, according to the bankrupt law or equal regulations;
- (iii) in case of closure or cessation of business of the customer;
- (iv) in case of payment by installments, in event of just a single installment not paid that exceeds the eighth part of the product's total value;
- (v) in case of any kind of variations in the business name, constitution or the customer's trade capacity, as well as recorded payment difficulties of the customer even to third parties.

15.2 In case of non-payment, even just a single installment, the contract is considered annulled by law according to art. 1456 c.c.

16 Force Majeure

None of the parties will be responsible with regards to each other for loss, damages or delays caused by strikes, labor unrest, lockouts, unforeseeable circumstances, fires, scarcity or absence of raw materials, delays on the part of the carriers and / or in the delivery of raw materials by suppliers, compliance with legal provisions, orders or governmental orders, legitimate or otherwise, insurrections, state of war or similar acts, elements natural, embargo, force majeure or any other cause beyond its reasonable control.

17 Applicable Law

Sales governed by these Terms are regulated by the Italian law.

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18 Jurisdiction

Any dispute arising and/or connected to the interpretation or execution of these Terms and of the sales regulated by them, will be the exclusive competence of the Court of Padua

19 Final Provisions

19.1 Any kind of agreement to the contrary of the hereby Terms, whatever nature, will be effective only if in written form and undersigned by both the parties.

19.2 In case one of the previous Terms would be annulled by the competent authority, the contract of rent will keep its effectiveness in all its parts not related to that specific clause, unless the latter confers the contract its essential nature.

19.3 In the exceptional circumstance CF CHILLER FRIGORIFERI S.r.l. decides to overlook one of the clause included in the hereby Terms by omitting to exercise one of its rights, this must not be considered a total surrender to that right or faculty.

Place issued _____

Date _____

The customer _____

The Customer declares to expressly accept, pursuant to and for the purposes of the articles 1341 and 1342 of the Civil Code, the provisions of Articles 2 (Offers, order, confirmations - 2.3, 2.5), 5.3, 5.5 and 5.6 (Forfeiture of the benefit of the term, suspension of deliveries and solve et repete), 6 (delivery - 6.1, 6.2 terms; 6.3 penalty), 9 (return of the product); 10.1 and 10.2, 10.3, 10.4 (Exclusion, forfeiture, limitation of the Guarantee and exemption from liability for damages), 13 (withdrawal by the User); 14 (withdrawal by the Grantor) and 17 (Jurisdiction) of the Contract.

The customer _____