

SALES CONDITIONS

- 1) **ACCEPTANCE.** The sale and supply of Pall products as set out in this offer/order confirmation are subject to the conditions that follow, unless otherwise laid down in the agreements signed by both parties. No later than 8 (eight) days following receipt of the offer/order confirmation, the customer will provide Pall with express written acceptance. Should no such notification be received within this period, these conditions are regarded as accepted and confirmed in full.
- 2) **DELIVERY.** The delivery terms, which run from the date of acceptance of the order or in any case the date when the customer clears up all the technical details, have to be regarded as merely a guideline, and are not binding. Any delays cannot be regarded in any circumstances as a motive for the suspension of payments by the customer, who hereby exonerates Pall from damage of any kind that might derive from late delivery.
- 3) **START-UP AND MAINTENANCE.** After delivery, the installation, start-up, final testing and maintenance of the goods are the full responsibility of the customer, in accordance with our instructions and the legislation in force (for machinery, presidential decrees 547/55 and 459/96).
- 4) **PRICES.** The prices indicated by Pall are subject to variation, unless specific agreements to the contrary on the validity of the order are reached.
- 5) **WITHDRAWAL.** Each order is programmed and satisfied at the request of the customer. It will therefore not be possible to accept unilateral withdrawal or cancellation of any order without the prior consent of Pall. Pall on the other hand has the right to suspend supplies and withdraw from the contract under the terms of article 1461 of the civil code, even when the satisfaction of the order has begun, if the existing or future economic conditions of the customer do not offer sufficient guarantees of solvency.
- 6) **PAYMENT TERMS.** Bank receipt 60 days from invoice date, unless otherwise agreed in writing by the parties. Any delays in payment are regarded as grave non-compliance with the terms of the contract. In the event of payment by instalments, failure to pay even a single instalment will immediately lead to forfeiture of the right to deferred payments on the part of the customer, as a result of which Pall will have the right to obtain immediate payment of the full sum outstanding, without the need to issue formal legal notice. Alternatively, we will have the right to terminate the contract by means of simple written notification and suspend all further deliveries. Pall will in any case have the right to claim compensation for damage and default interest accrued under the terms of legislative decree 231/2002.
- 7) **RESERVE OF OWNERSHIP.** The ownership of the goods will be transferred only after the price has been paid in full. Up to the time of transfer of ownership, the customer is obliged to use the goods with all due diligence and not transfer them to third parties by way of hire or free loan. The customer is also obliged to prevent the imposition of restrictions of any kind on the goods and immediately inform us of any fact or deed that could cause damage to the goods and modify or limit the rights of Pall with regard to them.

8) **FAULTS, DEFECTS AND RESPONSABILITIES.** Any discrepancies, fault or defects in the goods have to be notified in writing by registered letter with receipt slip no later than 8 days after these have been noted. Any claims that might be presented will not exonerate the customer of the obligation to pay the price. Pall products are guaranteed for a period of 12 months following delivery, but the liability of Pall is limited to the repair or replacement of the faulty goods only, even during the period of guarantee, following careful inspection and checks. Pall will accept no liability for any event, including costs incurred, loss or damage to property and personal injury, as a consequence of the incorrect or non-conforming use of the goods and/or their use in conditions for which they were not designed, or which in any way relates, directly or indirectly, to the supply of the products and their resale by the customer.

9) **RETURNS.** The materials delivered will not be returned for any reason without the explicit written authorisation of Pall. In any case, returns are understood as accepted and the sums in question credited only if the materials are deemed as returned in their original conditions following the checks and inspections carried out by Pall.

10) **UNFORESEEN AND UNCONTROLLABLE CIRCUMSTANCES.** Pall is not responsible for non-compliance and delays due to exceptional weather conditions, strikes or trade union agitation, accident, war, insurrection or any other cause over which the company has no control.

11) **APPLICABLE LAW AND COMPETENT COURT.** Where not otherwise specified in the contract, the Italian legislation in force will apply, together with the normal practices and customs of the Chamber of Commerce of Milan. In the event of any disputes, the Court of Milan has exclusive competence.

For acceptance

(Place and date)

(customer's stamp and signature)

Under the terms of articles 1341 and 1342 of the civil code, we declare that we have read and specifically approve the contract clauses as set out in full in writing, and specifically declare out acceptance of the contents of articles 1-2-4-5-6-7-8-11 of the sales conditions.

(Place and date)

(customer's stamp and signature)