



Yacht Garage General Sales Condition:

1. **ONLINE CONTRACT:** The following terms and conditions ("Terms") govern the sale of water treatment plants , air treatment systems , temporary structures and other Yachtgarage's products (the "Products") exchanged between the seller MV Engineering Ltd. ("Seller") and any Purchaser (B2B). Any agreements conflicting with these Terms and Conditions will be effective only if expressly accepted by Seller in writing. Each Preliminary Contract Online issued by the Seller and sent by mail to the Purchaser is deemed accepted by the down payment reported in the online preliminary contract as expected by. Art. 1325 commercial code . The payment by the Purchaser is in fact understood as an express statement of will to conclude the contract with the acceptance of the terms and conditions contained herein (implication). Where it is not expected any payment on confirmation of the contract, requires the written agreement (the "Confirmation") by the purchaser. This document has been prepared in compliance with the latest regulatory guidelines, namely: The Cause in compliance with Art. 1343 of the Civil Code, The object in accordance with Art. 1346 cc, the agreement Online respecting dell'Art.1326 DC, Time in accordance with article 10 EC Directive 31/2000, article 4 and 31 of Directive EC / 2000, The way accordance with Art. 1326 and 1335 cc, Revocation in respect dell'Art.1328 commercial code, the place in respect of Art 1335 of the Civil Code, The present general conditions can be downloaded from www.yachtgarage.com website. After 48 hours from the receipt of the deposit or the receipt of acceptance in writing by the buyer ("Preliminary Contract") will be deemed for all purposes become a regular Definitive Agreement without further written communications, binding the parties. The buyer has the option to terminate the contract and demand the return of the amount paid only upon written notice to the seller within 48 working hours after payment has been received or the sending of the "confirmation". If the receipt confirmation by the purchaser contains additions, limitations or other changes to the present preliminary contract, the assent of the seller to such change it shall be deemed tacitly given, unless written notification to be sent to the buyer within 48 business hours of receiving it.
2. **PAYMENT:** Payment of the Product price shall be paid by the Buyer's bank account from time to time indicated by the Seller. The Buyer hereby accepts that the Seller can appoint a third party as the only entitled to receive payment to settle the relationship, the data of which will be communicated in writing to the Buyer. Where provision is made a payment to "factory-ready merchandise" the buyer agrees to pay that amount no later than seven days from the date of communication of "factory-ready products" made in writing by the "Seller" to "buyer" . Seller shall be entitled to charge the Purchaser late payment interest as from the date the "factory goods are ready", because of the 12-month Euribor 365 detected at that date, increased by 2%. In case of delay exceeding fifteen days from the receipt of the notice "factory goods are ready", the Seller shall have the right to unilaterally terminate the contract and to retain, as compensation, the sums already paid by the Buyer possibly, prejudice any additional damages compensable. It remains subject to the right of the Seller to make use of any remedies provided by law in connection with the infringement of the Purchaser. Where provision is made a payment to "goods ready before delivery," the buyer agrees to pay that amount no later than seven days from the date of communication of "goods ready before delivery" made in writing by the "Seller" to "buyer" . Seller shall be entitled to charge the Purchaser late payment interest as from the date the "goods ready before delivery", in the Euribor reason 365 to 12 months found that date, plus 2%. In case of delay exceeding fifteen days from the receipt of the notice "goods ready to delivery", the Seller shall have the right to unilaterally terminate the contract and to retain, as compensation, the sums already paid by the Buyer possibly, prejudice any additional damages compensable. It remains subject to the right of the Seller to make use of any remedies provided by law in connection with the infringement of the Purchaser.
3. **FAILURE TO WITHDRAW GOODS:**If the prepared goods can not be physically shipped for reasons independent of the Seller, fifteen days from "goods ready to delivery" sent in writing to the Buyer, the Seller shall be entitled to charge the Purchaser late payment interest from the of the date the "goods ready for delivery", because the Euribor 365 at 12 months found that date, plus 2%. In case of delay exceeding fifteen days from the receipt of the notice "goods ready to delivery", the Seller shall have the right to unilaterally terminate the contract and to retain, as compensation, the sums already paid by the Buyer possibly, prejudice any additional damages compensable. It remains subject to the right of the Seller to make use of any remedies provided by law in connection with the infringement of the Purchaser.
4. **WARRANTY:**The Seller only guarantee for mechanical defects in the Products during the first twelve months from the date of delivery / testing. However, the warranty period can not extend beyond 15 months from the shipping date of the Products. The warranty shall exclusively, at the option of Seller, to repair or replacement, at the expense of the Seller itself, the structural parts and other components of the Products that are faulty or do not conform to the source vices. The yield of the parts delivered in replacement will be made ex – works (Incoterms 2000). The Seller will replace or repair the defective parts in the shortest possible time, to be determined from time to time between the parties, and will have the right to request to the Purchaser a prompt return of the replaced parts. The warranty does not cover parts subject to normal wear and tear, nor to damage caused by incorrect or poor maintenance, mishandling by the Purchaser's personnel, the use of raw materials (filters, chemicals etc. etc.) is not adequate, the weather conditions, from faulty or careless treatment, by over-exploitation of products, from damage or deterioration caused or aggravated by the failure to discontinuation of the assets in the event of technical problems, or electrical power surges or processing temperature, or any other cause not attributable to the Seller. The warranty becomes effective when the products or equipment or devices are installed spare parts not supplied by the Seller, and when modifications are made without the prior written consent of Seller. For Products delivered dismantled by the Seller, the guarantee loses all effectiveness if the correct assembly or putting into operation are not

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verified by the staff of the Seller at the end of the installation carried out by the Buyer. The Seller shall not be liable, unless the extent required by law, for damage caused by defects of its products and the warranty will also permit all additional damages, including those resulting from the failure or reduced production, as well as indirect and consequential damages, arising from or termination of the contract. The guarantee is conditional, subject to revocation, to expose the defect, communicated in writing by the Buyer to the Seller within 8 days from the moment the Buyer has made the discovery, as well as the express request of repair under warranty. In cases where – despite the absence of original defects covered by this guarantee – it otherwise become necessary assembly / repair, it is agreed that: (a) the Purchaser shall directly with its staff, at its own expense and without the intervention Seller carrying out of repairs and / or fixtures, which in the opinion of the Seller, present a modest technical complexity; (B) for the performance of repair and / or assembly having significant technical complexity, the Seller will intervene directly by sending the Purchaser at a technical specialist with the task of supervising the assembly work / repairs will be made materially from Buyer's personnel and at the expense of the same. All travel and accommodation expenses of the technical personnel will be sent by the Seller to the Purchaser.

5. **EXCLUSION:** The following items are excluded from the provision of Products: Foundations if necessary, and any building work and / or civil works in the building of the Purchaser. The raw materials needed for testing and the testing of products. Specialized personnel and not for assistance to technicians during the execution of works, including interpreter if necessary. Lifting and transport to transfer the products from the warehouse to the installation site. All the tools needed to open the packaging and place the products in its intended location. All the ducts / pipes for the power supply, hydraulic, compressed air, etc., According to the flow rates and power consumption required by the products. Placement of products in the designated area, as well as the connections of utilities. Spare parts, unless otherwise specified. Any other supply and unspecified services.
6. **SUCCESSIVE AMENDMENTS:** Any change that would require the Purchaser to make the drawings attached to the business to the Preliminary Contract Online, as well as any changes of a technical nature and / or construction, will imply, in the opinion of the Seller, the extension of the delivery deadline, as well as a review and price increase.
7. **SAFETY PROTECTIONS:** The Purchaser agrees to make the assembly of products using qualified personnel equipped with all required personal protective equipment, lifting equipment or aids to mount appropriate and in accordance with raising the Seller from any liability arising from failure to comply with the here expected. The staff of the Seller possibly present during the assembly has the only task to supervise the work and can not in any circumstances take part in any assembly operations.
8. **DOCUMENTATION:** In the supply of products are included instruction manuals, installation manuals, maintenance manuals and wiring diagrams, according to the EC 98/37 and EN 60204.
9. **SUSPENSION, OR TERMINATION OF THE CONTRACT :** The Seller shall be entitled to suspend and / or terminate this Contract, by written notice, and with immediate effect, if the Purchaser does not regularly and fully meet its obligations to pay the price (including the payment of the advance or presentation of suitable guarantees of payment). Seller may also terminate this Agreement with immediate effect, by written notice, in the event that the Purchaser is subject to bankruptcy proceedings, or change materially its financial circumstances so as to put in obvious risk the achievement of the consideration (for example: awe at foreclosures for significant amounts, insolvency, elevation of protests against him, etc.).
9. **ANY DISPUTES:** Any complaints about the performance of this Agreement and / or the quality and quantity of the goods supplied do not entitle the Buyer to suspend or delay payments due. without prejudice to Buyer's right to obtain the suspension of the Contract where concur suitable reasons directly attributable to the Seller, upon agreement with the Seller.
10. **LIABILITY 'THE SELLER:** If delivery of the goods undergoes significant delays for reasons attributable to the Seller, the Buyer who has demonstrated that he has suffered damage may request, by way of full compensation and waiving any other rights and claims, compensation amounting to 0.5% for each week, with a deductible of 90 days. In any case, the total amount of compensation can never exceed 5% of the price charged on the supply in respect of which occurred on the production / delivery delay. This limit is the maximum limit of compensation payable by the Vendor to the Purchaser against any Seller default on the agreement. E 'expressly excluded any other remedy and reimbursement for additional damages. Remains in any case ruled out the Seller's liability for damages due to missed or reduced production, as well as for indirect and consequential damages.
11. **RETENTION OF TITLE ':** In the event that payment is to be made -in whole or in part – in installments after delivery, the products delivered to the Purchaser shall remain the property of the Seller up to the time of the integral payment of the price (ie the payment of the last installment), pursuant to articles. 1523 et seq. Civil Code. Failure to pay within the agreed terms of even one installment which exceeds one-eighth of the price, or the non-payment of two installments not necessarily consecutively, includes the right of the Seller to terminate the Contract with effect from the date of written notice to Buyer, as well as the right of the Seller to declare the same Purchaser fallen from the benefit of the term and to demand immediate payment of the remaining credit. In the event of termination for reasons attributable to the Buyer, the Seller shall have the right to obtain the immediate return of the delivered products and to retain, by way of compensation for use by the Buyer of the Products, the installments already paid and the 'payment already received, however, subject to compensation for further damages. Buyer agrees to comply with all necessary formalities (eg record of retention of title into the log on the courts of the place where the Products are located, registration of the Contract at the Office of the Registry, where appropriate, obliged to not transfer the products in a place other than the delivery, etc.) in order to make enforceable against third parties in favor of the Seller reserves the right to property. The Buyer is also committed not to transfer products, even



temporarily, to third parties and not to concede in use or lease to third parties, as well as not to remove / transfer the same without the prior written consent of Seller. E 'without prejudice to the right of the Seller expressly in writing to waive the provisions of this Article 12.

12. **DISPUTES APPLICABLE -law:** Any dispute arising from this sales contract shall be submitted to an arbitration board composed of three arbitrators. The arbitration shall be Benevento and the same shall be governed by the Rules of the Arbitration Court of Benevento. It will apply the Italian or English by agreement of the parties. E 'without prejudice to the right to file legal proceedings Seller at the Court of jurisdiction in which it has its registered or establishments, or of the place of residence of the purchaser, in order to obtain interim and / or interim measures. This Agreement is governed by Italian law.
13. **TECHNICAL IMPROVEMENTS:** The Seller reserves the right to make any changes, technical and / or aesthetic, that it is necessary to promote the best and safest operation of the Products ordered by the Purchaser.
14. **FORCE MAJEURE:** Force majeure means any action and / or unforeseeable event beyond the direct will of the contractual parties, outside of their control and that is without prompt adequate remedy (eg .: war, acts of terrorism, riots and unrest , strikes, transport and / or customs, communications breakdowns, embargo, fire, sabotage, natural disasters or adverse events such as snow storms, landslides, floods, gas leaks, impeding measures by government or tax authorities or customs, suspension in the supply of raw materials, equipment, tractor or electric energy or fuel, of work performance). The occurrence of an event of force majeure, the obligations of the parties that can not be fulfilled due to these causes are considered automatically suspended, without penalty, for the duration of the state of force majeure. The parties agree to undertake measures in their power to try to ensure, within a short time, the normal performance of the obligations. If the parties are unable to perform the services for a period longer than six months in the continuation of the reason of force majeure, we shall meet in order to take appropriate decisions concerning the Agreement.
15. **CONFIDENTIALITY:-Rights INDUSTRIAL PROPERTY –** The Buyer is obliged to keep all information of a technical nature (ie: drawings, technical reports, documents, formulas and correspondence in general) received from the Seller and in any case acquired during the execution of the Contract. This obligation will remain to Buyer for a period of three years from the date the Purchaser receives the last lot of products sold. Any right of industrial or intellectual property relating to the Products sold remain the exclusive property of the Seller.
16. **DELAY IN PAYMENTS.**In case of delayed payments from the dates set in invoices, the Purchaser shall be automatically in default and the Seller shall be entitled to charge the Buyer default interest at the rate provided for by Legislative Decree no. 192/2012 (ECB reference rate + 8% increase).
17. **MISCELLANEOUS:**Any sudden total or partial inapplicability of any provision of these Terms and Conditions shall not affect the validity of the other clauses. Information contained in catalogs, price lists, circulars, advertisements, such as weights, measures, prices, terms of delivery and so on., Are purely advisory and does not bind the supplier / seller in any way.
18. **INFOMATIVA PERSONAL TREATMENT (D. DATA Decree no. 196/2003 "Privacy Code")**
The Seller process the personal data provided by the Buyer, or otherwise acquired even from third parties, by computer and / or manual; procedures and logic are decided according to the processing purposes. The data is processed to execute / complete the Contract, to assert, defend rights, comply with applicable law. Provide data for the execution of this Agreement is necessary and it is mandatory to fulfill the law; do not submit it impossible to perform this Agreement. The staff in charge of the Seller and the Manager, if appointed, have access to data; Buyer may request an updated list of Managers and individuals to whom the data are disclosed, which are: authorities, public institutions, lenders, employees, third parties for technical services and organization used for the purposes specified above, other companies the group, the legitimate recipients pursuant to the law, which treat the data as Controllers, Processors or persons in charge, as applicable, for the purposes mentioned above. The Purchaser may at any time exercise the rights under Art. 7 "Code" by contacting the owner, for example, obtain confirmation of the existence of the data, verify their content, origin, accuracy, request integration, updating, rectification, cancellation, conversion into anonymous form, blocking as a result of violation of Law opposition to the processing for legitimate reasons. The Holder is MV Engineering srl Via Pietro Nenni 13, 82100 Benevento. For SO-CALLED treatment required to meet legal obligations as well as to exercise a right and execute this sales contract, consent is not required (Art. 24 "Privacy Code").