

GENERAL SALES CONDITIONS EVERBLUE

1 - INTRODUCTION

The current general terms and sales conditions regulate the commercial relationships between Everblue srl and its customers excluding any other agreements. The only exception is where another written arrangement has been made between Everblue srl and the other party, in which case the latter will take precedence.

2 - PRICES

Prices VAT excluded and only valid for orders of packaged material; for products sold unpacked Everblue has the right to don't apply any discount. All price are published by Everblue srl on its website www.everblue.it and are continuously updated. The customer is therefore requested to verify the prices before placing his order. Everblue srl reserves the right to amend prices without notice.

3 - ORDERS

- 3.1. Everblue srl will only accept written orders received via e-mail and will reserve the right to confirm the order. The receipt of the order does not engage Everblue srl in an agreement until explicit written confirmation.
- 3.2. Everblue srl, therefore, will not accept orders that indicate sales conditions other than those detailed in these general sales conditions, unless there are other written agreements with the client.
- 3.3. Each order must clearly state a correct description of the goods, code number, price, agreed discount, date of delivery, delivery address and agreed terms of payment.
Where an order is for a specific project, the buyer must state the reference of the project on the order, otherwise the normal terms and conditions will apply.
- 3.4. Any extra costs incurred by Everblue srl with delivery or preparation of documentation, caused by errors or omissions of the buyer, will be charged to the buyer.
- 3.5. For orders under 200.00 Euro excluding VAT and transport, payment must be made in advance before shipment.
- 3.6. For orders under 500.00 Euro excluding VAT and transport, there will be an additional charge of 15,00 Euro according to management fees.
- 3.7. If the buyers requests the cancellation of the order, Everblue srl reserves the right to accept (written) or refuse such requests.

4 - DELIVERY TERMS

- 4.1. Terms of delivery will be always written and specified and confirmed by Everblue srl on receipt of order, (including any specific offers).
- 4.2. Unless otherwise specified by the customer on his purchase order and accepted by Everblue srl in writing, delivery times are not binding and Everblue srl will not responsible for any loss or damage, direct/indirect or/in stemming from late or missing delivery of the product.

5 - SHIPPING AND RESPONSIBILITY FOR DELIVERY

- 5.1. Shipping will be in accordance with INCOTERMS 2000 and will always be EX-WORKS warehouse Everblue srl Loc. Gotra di Albareto (Parma) - Italy or EX-WORKS premises of the manufacturer/supplier of Everblue srl.
Everblue srl will choose the method of delivery at its discretion.
- 5.2. Regardless of the subject who will ensure the means of transport and/or will bear the expense, the place of delivery will always be the warehouse of Everblue Srl or its manufacturer/supplier. Therefore the goods travel at the risk of the buyer.
- 5.3. Unless specifically requested by the buyer, and confirmed in writing by Everblue srl, the goods will not be insured during transport. All risks associated with transport are under the responsibility of the buyer.
If the buyer requests insurance, Everblue srl will arrange it, but this will not invalidate the other terms relating to delivery and transport. All expenses incurred by Everblue srl in arranging insurance must be reimbursed by the client.
- 5.4. Everblue srl accepts no liability for the goods after they have left the Everblue srl warehouse or that of its supplier. At time of collection, the person collecting the goods is responsible for checking the condition of the goods, the quantities involved and the condition of the packaging.
- 5.5. At time of delivery, the buyer must verify the condition of the goods, the quantity, and the packaging, and that this conforms to the consignment note. In case of a discrepancy with the order after removal of packaging and inspection of goods, this must be reported in writing to Everblue srl within 24 hours from the receipt of goods.

6 - DOCUMENTATION

- 6.1. The documentation provided for each product will be the standard documentation of Everblue srl or its manufacturer/supplier, and will consist of technical and operating and maintenance literature (safety data sheet for chemical products).
Any additional documentation must be requested in writing on the order and, if applicable and available, approved in writing by Everblue srl at the time of order confirmation.
- 6.2. For any certificates and/or documents requested after order placement a management fee will be charge provided that such requests are acceptable for Everblue srl and confirmed in writing.

7 - INVOICING

The invoicing of all the material you received will be issued every day in which the sale takes place, unless agreed otherwise in writing.

8 - WARRANTY

8.1. All items sold by Everblue are under warranty for a period of 1 (one) year from the date of purchase. The warranty is valid subject to the following conditions:

- the buyer no later than eight days from the date of delivery, has performed at its headquarters appropriate quality control checks. These are to be performed by official methods or those indicated in the literature of the product;
- the item/product is used according to the instructions provided by the manufacturer/supplier and/or Everblue srl in the technical and in the user's manual;
- the installation and maintenance are carried out according to the instructions of the manufacturer/supplier and/or Everblue srl as described in the technical and in user's manual, which the customer has confirmed receipt of;
- The warranty replacement is carried out solely on return of the defective material and only after verifying the nature of the defect. These tests will be compared to the specifications on the database held at the technical offices of Everblue srl, or the manufacturer/supplier of Everblue srl that stored the information on the products test.

8.2. Warranty is limited to replacement of the faulty part only, excluding of any other claim by the customer for direct or indirect damages caused by the product.

8.3. The customer pays all labour and transport costs necessary for replacement of the part covered by the warranty.

8.4. Both the destination of the product, use of the product for purposes not permitted by law or regulations, and improper use of the product will void the product warranty.

8.5. The customer is required to verify that both the use of the product and its compliance with legislation and regulations in the state where the product is installed or used. Everblue is relieved of all liability for installation or unauthorized use or misuse of the product.

8.6. It also agreed that those who buy the material from Everblue srl, accept with their purchase the warranty of the manufacturer / supplier which may be independent of the will of Everblue srl and the client declares to be informed about this by having previously examined and accepted these conditions.

8.7. The product warranty does not cover:

- damages, caused by the product or activity provided by Everblue srl, to air, water or soil, as well as damage to underground facilities and under the water level facilities;
- damages resulting from product or activity provided by Everblue srl specifically designed for equipment or installations at sea which are not firmly secured to the shore;
- damages resulting from the product or activity provided by Everblue srl, disruption or total or partial suspension of industrial, professional, commercial, craft, agricultural and private and public services;
- damages resulting from the product or activity provided by Everblue srl, products and things in general after delivery to third parties;
- damages resulting from the product or activity provided by Everblue srl, for expenses incurred by anyone, legal or extra-legal, researching the failure and/or abnormality.

8.8. In every case, the customer accepts that, in the event of damage caused by products purchased by Everblue srl from another supplier, he will renounce any claim against Everblue srl because the claim will be directly against the manufacturer of the material.

9 - CONDITIONS OF SUPPLY

9.1. Sales conditions (price, delivery and payment) must be agreed and confirmed in writing with the sales office of Everblue srl.

9.2. Failure to comply with the conditions of sales and supply by the customer may, at the sole discretion of Everblue srl, result in the suspension of any ongoing supply and / or orders previously accepted.

9.3. In particular, Everblue srl reserves the right not to ship goods to any customer having accounts outstanding or late in payment in relation to agreed terms and conditions.

10 - RETURN OF GOODS

Replacement of goods will be confirmed only after the appropriate report form (material replacement form) is received by Everblue and approved in writing by Everblue srl.

11 - TECHNICAL INFORMATION

All technical information and product data may be modified without notice.

All our data is based on extensive research and development. The buyer is obliged to verify that the product in each case corresponds to his requirements and is properly applied, by direct field tests or by on-site pilot testing.

12 - ARBITRATION OF DISPUTES

All disputes are governed by and construed in accordance with the laws of Italy, and will be adjudicated in the courts of Parma.