

GENERAL TERMS OF SALE CONDITIONS

Introduction

The following general sales conditions regulate the relationship between Fai Filtri Canada Inc. and its Clients (or Buyer) and shall be in effect every time the Buyer signs or sends Fai Filtri Canada an Order. Fai Filtri Canada Inc. accepts by sending the Buyer an Order Confirmation, or by returning the Order signed for acceptance, or by delivering or making the Product and/or service available, or by beginning the production of the Product or the implementation of the Service. The general sales conditions are therefore an integral part of any supply contract, written order, verbal order and order confirmation regarding the products and/or services provided by Fai Filtri Canada Inc.

Privacy and personal data treatment

The personal data collected are processed under electronic and paper form only for administration-bookkeeping purposes and for contract execution. The data transfer is compulsory and essential for provision of services ordered. The data will be in no way propagated, they may be transferred to third parties only for the execution and proper management of the service as requested by law or contract terms. Owner and responsible for data processing is Fai Filtri Canada Inc whom you may apply to for the exercise of your rights according Canadian laws.

Prices

The sale prices of products and/or services indicated in any Fai Filtri Canada Inc. Price List do not include freight and or taxes. The prices are unit prices and expressed in Canadian dollars. Prices are subject to increase upon 30 days written notice.

Quotations

The prices, included in our price list and/or quotations prepared by our sales department are issued according to what is indicated in the Price List. The prices indicated in the written quotations, sent by mail, e-mail, fax or delivered by hand, are valid up to the date explicitly stated in the quotation. Fai Filtri Canada Inc. reserves the right to review or change the stated/quoted prices due to any unforeseen price variation change due to supply problems or fluctuations of exchange rates. The Vendor shall in any case inform the Buyer, who has the right to cancel the Order. The availability of the product is as agreed to in the quotation but can be delayed due to unforeseen circumstances.

Orders

The Orders can be sent to Fai Filtri Canada Inc. in various ways: by mail, e-mail, or fax. Verbal and telephone orders are also accepted. In any case, our sales staff will draw up an internal order with an order number. The Order describes the products, the quantities, the prices, the services, any special requirements, sales conditions, invoicing, terms of payment, transportation, delivery, and whatever else the customer deems necessary to identify on the order in order to avoid any possible misinterpretation. The Orders are binding for Fai Filtri Canada Inc. only if accepted in writing and according to the Fai Filtri Canada Inc. order acknowledgement. Moreover, according to a particular product requirement, the Order can include other supply conditions. These conditions accompany and complete these general sales conditions and are an integral part of the Order made by the Buyer.

Order confirmation

Only if the Buyer specifically requests it, Fai Filtri Canada Inc. undertakes to send this order Confirmation, or to return the Order signed for acceptance.

Order cancellation

The Buyer can withdraw from an order by informing Fai Filtri Canada Inc. via fax, email, phone or through registered letter with return receipt no later than 7 (seven) days from the order date itself or 2 (two) days from the receipt of the order confirmation (if foreseen). Otherwise, the Customer shall have to pay for the entire amount of the chiller(s) ordered from Fai Filtri Canada Inc.

Payment

Terms and procedures of payment are mutually agreed upon between the Vendor and the Buyer. The payment must be made according to the agreed upon terms and conditions. Regular customers shall pay according to the terms and modalities currently used. New customers should contact our accounting or sales department to agree upon terms of payment. Late payments will be subject to an interest amount laid down by our accounting department and stated on our invoice.

Supply conditions

Delivery term

Goods are shipped FOB our warehouse Mississauga Ontario, freight charges extra, unless otherwise specified in writing.

Packing

Our standard packaging is included in the sale price. For more details or special packaging requests please contact our sales department.

Transport

The type of transportation (land, sea or air) must be specified in the order. Transportation costs are always charged to the customer. However the Buyer/Customer may request his own transportation and the amount is charged directly by the carrier to the Buyer. Prior written agreement between the parties, the Vendor shall take care of transportation for the Buyer, without however shouldering any responsibility and after the total amount of the expenses has been agreed upon. Additional transportation costs shall be directly charged on the invoice. Goods always are shipped at the risk of the Buyer even if freight is prepaid. Fai Filtri Canada Inc. cannot be held responsible for delayed delivery of the Product on behalf of carrier, nor can it be held responsible for direct or indirect damages due to late delivery on its behalf of the ordered Product. Damaged goods caused by freight are the responsibility of the Buyer.

Delivery time

Delivery times shall be given to the Buyer when the Order is accepted based on the availability from our warehouse and/or from our supplier. These terms must however be considered not binding for Fai Filtri Canada Inc. which can confirm or change them, according to its actual needs. Any delays in deliveries of less than 30 (thirty) days do not give the Customer the right to refuse the Product, nor demand compensations for damages or any indemnities. Particular delivery conditions and terms must be first agreed upon between the Customer and Fai Filtri Canada Inc. and accepted in writing.

Warranty

The warranty is valid for 12 months from the date of shipment. Any defective parts shall be repaired or replaced free of charge. The warranty does not include responsibility for direct or indirect damages to people, animals and/or things, caused by incorrect use or maintenance, and is limited to manufacturing defects only. Repair under warranty is subject to compliance with the installation, use and maintenance instructions contained in the instruction manual supplied along with the product. The warranty is considered void in case of any modifications or tampering with the product, even if limited. When requesting the warranty/repair of the product during the warranty period, please supply the information in the identification label, serial number of the product and our sales order or Buyer purchased order number. All possible information relating to the problem shall be conveyed to our staff prior to commencing warranty procedures.

Possible non-conformity of the Goods

Any complaint regarding defects, i.e. the quality of the Products, must be made in writing (letter, fax, email, verbally by phone or registered letter with return receipt), no later than the last day of the warranty period. Failure to do so will result in the loss of the warranty. Our Quality Office will open a non-conformity Product procedure in order to correct as soon as possible the functionality of the Product or to replace the product, if FAI Filtri Canada Inc. is responsible for this non-conformity. The liability of the Vendor, for all the losses or damages suffered by the Customer due to defects, quality shortcomings or any other total or partial non-conformity, shall in no case exceed the reimbursement of the purchase price of the goods sold by Fai Filtri Canada Inc.

Contract cancellation

In the event the parties do not comply with these general sales conditions, even partially, or if the business address, condition or commercial capacity of the Customer should change, as in the case of proven payment difficulty on behalf of the Customer also towards third parties, Fai Filtri Canada Inc. has the right to interrupt further supply of goods.

Governing law

The sales conditions between the Vendor and the Buyer are governed by the Canadian Laws in force.

Resolution of disputes and Jurisdiction

Any controversy that should arise out of this agreement shall be governed the Canadian Laws in force, unless Fai Filtri Canada Inc. decides to turn to another place of Jurisdiction.

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