

IKAROS SRL

Firefighting and Technical Gas Solutions

GENERAL TERMS OF SALE available on www.ikaros.it

Ikaros S.r.l. sede via Palmiro Togliatti, 19

47922 Rimini (RN) Italia - P.IVA: IT-03699670406

1. General Terms of Delivery

1.1 The following general terms of delivery apply to all contracts entered into by Ikaros S.r.l., having its registered office at sede via Palmiro Togliatti, 19, 47922 Rimini (RN) Italy ("Ikaros").

1.2 Different provisions only apply if expressly agreed or set out in the written order confirmation supplied by Ikaros. Terms of delivery issued by the Customer apply only if expressly agreed in writing by Ikaros. Verbal agreements do not apply.

2. Offer and Contract conclusion

2.1 The prices set out in the offer are valid for the period of time herein indicated; beyond this period the order shall be confirmed, in case after adjustment by Ikaros.

2.2 The basis of the contract between Ikaros and the Customer is the confirmation by Ikaros of the order placed by the Customer or the execution by Ikaros of the same.

3. Products

3.1 **Documents:** Ikaros delivers only the documents set out in the special conditions provided in the offer. Any further document and certificate shall be previously agreed by the parties.

3.2 **Technical information:** Any piece of technical information concerning the products delivered by Ikaros is based exclusively on the information provided by the relevant manufacturers. Ikaros is entitled, at its own discretion, to modify the aesthetic or technical features of the products to (1) improve/implement: a) specific products' functionalities, b) safety features or (2) amend formal errors of the documentation. Such amendments do not require any specific communication, unless they imply substantial modifications to the principal features and/or agreed products' performance. In such cases, Ikaros shall inform the Customer of the proposed amendment.

4. Price and terms of payment

4.1 Save for a different agreement, prices are to be understood as ex works Ikaros and do not include packaging, insurance, load and installation costs. Prices are always in Euro, exclusive of value-added tax and other taxes.

4.2 The prices are based on material and labour costs at the time of the order confirmation. Should said costs increase in a percentage higher than _____ between the conclusion of the contract and the delivery, Ikaros is entitled to i) increase accordingly the price or ii) withdraw from the contract at its sole discretion.

4.3 Payments must be made according to the deadlines set out in the order confirmation.

4.4 In no event is the Customer entitled to omit due payments by raising exceptions concerning alleged defects of the goods or non-performance by Ikaros, unless said claims have been recognized by Ikaros or by a definitive judgment.

4.5. For payments by bank transfer—whether in advance or upon shipment—the Customer agrees to make the transfer within 15 days of receiving the pro forma invoice or upon notification that the "goods are ready for shipment" and to provide proof of payment. Otherwise, Ikaros is entitled to suspend the performance of its obligations until the amount due has been received.

4.6 In the event of a delay in payment of invoices beyond the terms agreed, late payment interest will be applied in accordance with Legislative Decree 231/02, without prejudice to any further legal remedies.

4.7 In the event of payment by installments, failure to pay even a single installment within the established terms shall entitle Ikaros to declare that the Customer has forfeited the benefit of the term (pursuant to Article 1186 of the Civil Code) and to demand full payment accordingly.

4.8 The obligation to pay in full remains even if the Customer refuses to accept the goods from the carrier or fails to pick them up from the Ikaros S.r.l. warehouse within the agreed term. In such a case, a storage and handling fee of € 3 per pallet per day will be applied, in addition to compensation for any further damages.

5. Delivery

5.1 Unless a binding time of delivery has been expressly agreed in writing, the times of delivery are non-binding and begin to run on the date of order confirmation, subject to the condition that all the technical and commercial details have been fully clarified. If agreed in days, public holidays are not considered. The time of delivery will be considered to have been complied with if the Customer has either been informed that the goods are ready for dispatch or the goods have left the factory of Ikaros, in case the transport of the same has been agreed.

5.2 If any of the events mentioned in art. 7 which follows occurs, the time of delivery pursuant to art. 5.1 above is interrupted and begins to run again when the event which caused said interruption is removed.

5.3 All deliveries shall be made ex works (warehouse Ikaros). Different provisions shall be expressly agreed in writing.

5.4 Should the parties agree on a delivery at the Customer's premises, the place of fulfilment of all the obligations arising out of the contract is nonetheless Ikaros' warehouse or the warehouse expressly indicated in the order confirmation.

5.5 The goods are considered as delivered if not collected within 7 working days from the day in which Ikaros is ready to dispatch the goods and has accordingly notified the Customer. From this moment the goods are at the risk of the Customer.

5.6 The goods are insured against damage and loss (transportation insurance) only in case of written request and at the expense of the Customer.

5.7 The Client shall check the integrity and the correspondence of the goods immediately after the delivery.

5.8 Visible transport-related damages shall be notified immediately after delivery and the type and extent of the damage shall be indicated in the transport documentation or in the delivery note, signed by the carrier as a confirmation of the claim and submitted to Ikaros.

6. Retention of title

6.1 The goods remain the property of Ikaros until payment has been effected irrevocably and in full. The Customer is obliged to cooperate in order to make the retention of title of Ikaros binding on third parties and shall insure the goods against the risk of loss or deterioration as a consequence of theft, fire or other events at his own expense.

6.2 Until full payment of the price, the Customer is not entitled to sell or transfer the goods received. The Customer is also required to inform Ikaros immediately per registered mail, fax or certified e-mail of seizures, confiscations or any other procedures concerning the goods or any interference by third parties which may render more difficult to Ikaros to exercise its rights on the goods.

6.3 Should the Customer not comply with the present provisions, Ikaros is entitled to withdraw from the contract by sending a registered mail, retaining as a penalty all the sums received by the Customer, save the right to claim other damages

7. Force majeure

Ikaros is not liable for not performing its obligations as a result of a force majeure event or other unforeseeable circumstances, including but not limited to strikes, lock outs, wars, riots, insurrections, fire, earthquakes, floods, pandemic, general shortage of materials due to facts or acts of third parties, lack of import and/or export and /or marketing licence for the goods or the raw materials. Such hindrances and events, even if concerning suppliers of Ikaros, exempt Ikaros from its contractual obligation for the whole duration of the hindrance or event.

8. Defects

8.1 After the delivery of the goods Ikaros shall ensure that according to the applicable laws the goods are free from defects which may render them unsuitable for their use. In case a sample of the goods was delivered to the Customer, the goods are considered to comply with the contract if they correspond to this sample.

8.2 Claims related to defects or incompleteness of the supply have to be notified to Ikaros in writing immediately after the delivery of the goods. Hidden defects have to be notified to Ikaros immediately on discovery and, in any case, no later than 5 days thereafter. No warranty is given if at the time of the conclusion of the contract the Customer was aware of the defects or the same were easily recognisable, unless Ikaros declared in writing that the goods were free from defects.

8.3 In case of a material defect, Ikaros may choose to repair the goods within a reasonable term or supply replacement goods at its discretion. Several attempts to repair the goods can take place.

8.4 Unless otherwise agreed with the Customer, the warranty is fulfilled at Ikaros' seat. Any cost of assembly, disassembly, packaging in connection with the repair or replacement of the goods is to be borne by the Customer.

8.5 Should Ikaros act only as a reseller of the goods, the warranty is limited to the transfer of any warranty claim toward the manufacturer/seller.

9. Damages

Ikaros is liable only in case of fraud or gross negligence, either on a contractual or non-contractual basis. Damages or reimbursement of costs for loss of production or loss of profit, as well as indirect damages, consequential damages and contractual penalties are expressly excluded.

The liability limitations set forth in this provision do not apply in case of fraud, gross negligence, injury to life, body, health or in case of liability of the manufacturer for defective products.

10. Customer's liability

With respect to containers—whether owned by the Customer or by third parties—entrusted by the Customer to Ikaros for filling, the Customer is responsible for ensuring that such containers comply with legal and safety requirements and that they do not contain any hazardous substances or substances that may become hazardous upon contact with the filling gas. Ikaros may refuse to fill containers owned by the Customer or third parties if there are grounds for doubt regarding their suitability.

11. Concluding provision

Should any of the provision of these general terms and condition of supply be or become void or ineffective, all the other provisions remain unaffected. Should only a part of a provision be or become void or ineffective, the other part remains unaffected. The parties undertake to find and agree on another provision which most closely reflects the purpose which the parties intended to reach through the invalid provision or the invalid part of the same in the context of these general terms and condition.

12. Law and Jurisdiction

12.1 Governing law shall be the law of Italy.

12.2 All disputes arising out of the present general terms and conditions or the sale contracts entered into by the parties and concerning their validity, interpretation and / or execution shall be settled exclusively by the Court of Rimini. However, Ikaros may also take legal action against Customer at the Customer's place of business.

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Place, Date

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Ikaros

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The Customer

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