

GAS Srl – Spare Parts and Services for Amusement Rides
TERMS AND CONDITIONS FOR SALE OS SPARE PARTS AND/OR SERVICES
GAS Srl – info@gas-services.info

1 – RECITALS: These terms and conditions of sale shall apply to the supply of Spare Parts and/or Services indicated in the Contract and/or Proposal by GAS Srl to the Purchaser. All drawings, technical documents and/or data relating to Spare Parts and/or Services provided prior or after the execution of the Contract by one Party to the other shall remain property of the submitting Party.

2 – DEFINITIONS: The following terms shall have the following meaning: "Contract" shall mean the written contract, subject to these General Conditions, executed between the Parties for the supply of Spare Parts and/or Services - "Services" shall mean Spare Parts and/or Services provided by GAS Srl under the Contract - "Contract Price" shall mean the price agreed for the supply - "Site" shall mean the place where the Service will be performed

3 – RETENTION OF TITLE: GAS Srl shall retain title on the Services until full payment of the Contract Price and Purchaser shall have no right to dispose. Unless otherwise agreed the delivery of the Services shall be Ex Works, any risk of loss or damage of the Services shall pass to the Purchaser upon delivery. Unless otherwise agreed the Contract Prices shall be intended Ex Works.

4 – ON SITE WORKS: Unless otherwise agreed any set-up operation, tests and work to be carried out by GAS Srl on Customer Site shall be not included in the Contract Price and shall be charged to the Purchaser separately. The Purchaser shall provide free of charge any materials, power, equipments and provide any labour or other assistance required for these operations and shall bear all costs including, without exclusion, the costs of personnel, travel and housing expenses, related to the GAS Srl's personnel and representatives in connection with such operations.

5 – COMPLETION AND MANUFACTURER'S DELAY: The Service shall be considered as completed when ready for shipment from GAS Srl office at the address located in Italy. GAS Srl shall be entitled to an extension of the time agreed as Delivery Date upon occurrence of either of the following events: a) upon occurrence of an act of God; b) in case of defects or delays in deliveries by sub-contractors; c) in case of delays due to an act or omission on part of the Purchaser; d) in case of delays as a result of suspension.

5.1. The GAS Srl's delay entitles the Purchaser to liquidated damages in the amount of 0.5% (zero point five per cent) on the Contract Price for each complete week of delay starting from the 60th day after the agreed Delivery Date. In no event the liquidated damages shall exceed 2% (two percent) of the Contract Price. If only part of the Ride is delayed, the liquidated damages shall be calculated on that relevant part of the Contract Price.

5.2. Should the delay exceed 90 days from the Delivery Date, the Purchaser shall be entitled to terminate the Contract. In this case the Purchaser shall be solely entitled to liquidated damages in the amount set forth in section 5.1. Any other claims against the Manufacturer shall be excluded.

6 – PAYMENT TERMS: Unless otherwise agreed, payment of the Contract Price shall be made in full at confirmation of the Services, including any shipping and taxes.

Should the Purchaser not accept the goods on the Delivery Date, all Spare Parts and/or Services will be stored by GAS Srl at charge of the Purchaser for maximum 90 days.

In addition of the Contract Price, all import-export, duty, or excise taxes that will be imposed by operation of local laws or regulations shall be at charge of the Purchaser.

7 – WARRANTY AND LIABILITY: GAS Srl warranty is limited to visible mechanical defects of the Services discovered within 6 months from the Delivery to the Ride. No further warranty,

either expressed or implied, shall be deemed as given by GAS Srl as well as no warranty shall be given for electric and electronic parts.

7.1. During the warranty period GAS Srl undertakes to repair the relevant defects and/or replace the defective parts with new components in parts exchange. The warranty shall cover the cost of new components Ex Works and all labour costs relating to GAS personnel. The possible cost of shipment as well as all costs of travelling and living expenses (such as flight ticket, hotel and meals) of GAS Srl's personnel shall be at charge of the Purchaser.

GAS Srl's warranty does not cover defects which are caused by and/or connected with faulty operations, improper maintenance or faulty repair by the Purchaser, nor alterations carried out without the GAS Srl's written consent. GAS Srl's warranty does not cover normal wear and tear.

7.2. GAS Srl does not provide any guarantee on second hand parts that will be repaired, mechanical and/or electric and/or electronic parts unless expressly agreed upon and charged with separate additional cost on the Contract.

7.3. GAS Srl shall under no circumstances be liable towards the Purchaser for loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever, except for intent or gross negligence.

8 – SEVERABILITY: Should any of the provisions of the General Conditions or of the Contract be held invalid or, in any event, unenforceable, the remaining provisions of the General Conditions and of the Contract shall not be affected thereby and remain in full force and effect. The parties agree to negotiate in good faith to replace such provision, or portion thereof, with other valid and enforceable agreements having the same substantial effect, having regard to the subject matter and purposes of this Agreement.

9 - APPLICABLE LAW, COMPETENT COURT: The Contract shall be governed by the substantive laws of Italy, with the exclusion of the Italian conflict of law rules and the 1980 Vienna Convention on the International Sale of Goods.

Any dispute arising out of these General Conditions and the Contract including, but not limited to, their validity, interpretation, performance and termination, shall be exclusively referred to the decision of the Court of Rovigo (Italy). This notwithstanding, the Manufacturer shall in any event have the right to bring any dispute or claim hereunder before the Court of the place where the Purchaser's registered office, domicile or place of business is located.

Place and Date: _____

The Purchaser

GAS Srl

In accordance with the Article 1341 of the Italian Civil Code, the Purchaser hereby specifically approves and accepts specifically the above sections: 3. (retention of title, passing of risk); 4. (on site works); 5. (completion and manufacturer's delay); 6. (payment terms); 7 (warranty and liability);8 (intended use and variations); 9 (early termination); 10 (severability); 11 (applicable law, competent court).

The Purchaser

GAS Srl