



6520 Edenvale Boulevard #115
Eden Prairie, MN 55346

CONDITIONS OF SALE

“Conditions of Sale” regulate all relations between Dispensing Components Inc. and the Customer, except where expressly waived due to particular conditions confirmed in writing by Dispensing Components Inc.

1. ORDERS

The Customer shall submit orders in writing, fax or electronic mail. The agreement shall be finalized when the Customer receives confirmation of the order. Unissued order confirmations may not be considered as either acceptance or refusal of the order. Every order issued by the Customer and confirmed by Dispensing Components Inc. shall be governed by this Conditions of Sale.

2. PRODUCTS

Dispensing Components Inc. reserves the right at any time without notice to make modifications in order to improve the functionality and performance of the Products and in response to their own technological and production needs. Any information or data as to the characteristics or specifications of the Products contained in any brochures, price lists, catalogs or similar documents are by way of indication and shall not be binding upon Dispensing Components Inc.

3. DELIVERY AND TRANSPORT

All deliveries, except where specifically agreed otherwise in writing, are understood to be FOB Dispensing Components Inc. Delivery shall be understood to have taken place at Dispensing Components Inc., on acceptance of the products by the carrier appointed by the Customer. All costs and risks relating to the transport of the Products ordered are to be borne entirely by the Customer. Dispensing Components Inc. will take no responsibility for the transport of the Products which shall therefore travel at the expense and risk of the Customer.

4. TERMS OF DELIVERY

The delivery dates proposed by Dispensing Components Inc. are merely estimates. Dispensing Components Inc. will not accept any liability if delays are due to uncontrollable or unforeseen circumstances, or to facts independent of the will of Dispensing Components Inc. In such cases, in entering into the agreement the Customer renounces any indemnity or claim for compensation against Dispensing Components Inc. for direct or indirect damage arising from delays or incomplete fulfillment of deliveries. Independently of the cases mentioned above, should the Customer default or should events occur such as to negatively affect the solvency of the Customer, Dispensing Components Inc., without prejudice to the right to demand performance and in any case the right to compensation for damages, on prior notification to the Customer reserve the right to resolve the contract or suspend fulfillment of their own obligations, suspend deliveries, annul the remaining part of the order or claim the entire remaining credit.

5. PRICES

Dispensing Components' prices, unless otherwise indicated, are expressed in US Dollars and are net of any expenses for special packaging, customs duties and transport.

6. GUARANTEES, COMPLAINTS AND LIABILITIES

Dispensing Components Inc. guarantees that the goods sold are free of defects in material and manufacture, for a period of twelve months from the delivery date, with the exception of the parts subject to normal deterioration in use. This guarantee does not include defects or damage arising, by way of example and without exclusion, from improper use, abuse or negligent or improper storage, or from use not compliant with the technical requirements, or following errors in design or manufacture of the apparatus into which they are inserted, and arising in any case from any circumstances independent of Dispensing Components Inc. Any complaint is to be



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submitted to Dispensing Components Inc. in writing and within the guarantee period. The Customer shall, for the admissibility of the complaint and to enjoy the guarantee provided for in this clause, prove that the product been properly conserved and correctly used. It remains understood that any complaints regarding a part of the Products ordered shall not legitimize the Customer in suspending the payments due; only after making the payments due shall the Customer be able to pursue its right of guarantee. Any liability that may arise from Products for events subsequent to delivery, including any damage to things, persons or accessories of the Products shall be borne exclusively by the Customer. The guarantee provided shall be limited, as decided exclusively by Dispensing Components Inc., to replacement (with either identical or similar products) or, alternatively, to repair at the Dispensing Component's premises or, again alternatively, to the refund of the amount paid by the Customer and corresponding only to the price of such products as are defective. Any further or greater liability is excluded, such as compensation for any damage, including direct or indirect damage due to loss of production, loss of profit, consequential damage.

7. RETURNED GOODS

No return of goods will be accepted unless it has been previously authorized in writing by Dispensing Components, in the absence of which the goods will be returned to sender with debit of transport expenses. Should a goods return authorization number be communicated to the Customer, this number is to be stated both on the packaging and on the documents accompanying the returned products, which are to be returned whole, untampered with, not welded, complete with any accessories and in appropriate packing conditions. The allocation of a goods return authorization number does not in itself imply acknowledgment of any defect or flaw and consequent recognition of guarantee rights. In case of authorized return of goods, the shipping expenses shall be borne entirely by the Customer. Dispensing Components Inc. reserves the right to examine the returned product that is claimed to be defective. Should it be shown that the alleged defect or flaw is non-existent or that the guarantee times have not been respected, Dispensing Components Inc. reserves the right to send it back to the Customer, who shall entirely bear the entire transport expenses of the returned goods.

8. PAYMENTS

Payments shall be made in full and in the manner indicated by Dispensing Components, Inc. Delay in payment of invoices or default shall obligate Customer to pay interest, costs, late fees and attorney fees without any need for formal notice of default. Should Dispensing Components Inc. not exercise its rights in case of default by the Customer, this shall in no way limit or prejudice the right of Dispensing Components Inc. in case of persistent or subsequent default.

9. INTELLECTUAL PROPERTY

The reproduction or dissemination to third parties, whether totally or in part, of the technical documentation, data, drawings and of any other information owned by or of concern to Dispensing Components Inc. (whether in paper or electronic form) is prohibited and in this respect the Customer agrees to take all the appropriate precautionary measures both towards third parties and towards its own personnel in order to guarantee their protection. The Customer also undertakes to maintain strictly confidential any reserved information or documents relating to products and designs and not to provide "samples" to third parties, except on written authorization by Dispensing Components Inc.

10. APPLICABLE LEGISLATION AND COURT JURISDICTION

This Conditions of Sale and any sale agreement are governed and interpreted according to the laws of the State of Minnesota. For any dispute between the parties concerning and consequential to the Conditions of Sale and to the sale agreement, jurisdiction shall be exclusively that of the Minnesota State Courts.