

**Interdas SPA**  
**Terms and Conditions of Sale**

In these Terms and Conditions of Sale, the seller of the Products means Interdas SPA, having its principal place of business and registered legal address at Via Silvestro Sanvito 82, 21100 Varese, ITALY (“**Interdas**”). “**Buyer**” means the party who purchases or agrees to purchase Interdas’ products; namely, major domestic appliances and their parts, components and accessories (collectively referred to herein as “**Products**”). Interdas and Buyer may also be referred to herein individually as a “**Party**” and together as the “**Parties**.”

1. **Acceptance.** The following terms and conditions of sale (“**Conditions**”) are the only terms and conditions upon which Interdas sells Products to Buyer and they shall govern the sale and purchase transaction between the Parties to the exclusion of any and all other terms and conditions (including any terms or conditions the Buyer purports to apply under any purchase order, confirmation of order, communication, or other document) except those that relate to prices, quantities, delivery schedules, and the description of the Products stated in Interdas’ invoice. Interdas hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in, or attached to Buyer’s purchase orders or other documents. In case of a conflict between these Conditions and the terms and conditions contained on any purchase order or similar document of the Buyer, the Conditions of this document shall control. Buyer’s acceptance of the Products in its purchase order(s) and/or Buyer’s confirmation of the Products in Interdas’s pro-forma invoice shall constitute Buyer’s acceptance of these Conditions.
2. **Prices.** The prices of Products sold by Interdas will be Interdas’ applicable published prices in effect at the time Buyer’s purchase order is accepted by Interdas, or such prices quoted by an Interdas authorized representative. Written quotations expire automatically thirty (30) days from the date issued and may be subject to change or termination prior to Buyer’s acceptance during that period.
3. **Taxes.** All prices for Products are exclusive of, and Buyer agrees to pay any and all excise, sales, use, transfer, personal property and/or value-added tax (VAT), import duty and any and all other taxes and duties imposed by any national, federal, state, municipal or other governmental authority with respect to the Products or their sale, excepting only taxes based on Interdas’ income.
4. **Terms of Payment.** All invoices shall be paid in full on or prior to shipment unless Buyer has established and maintains open account credit with Interdas, in which case payment in full shall be due thirty (30) days from date of invoice. Interdas reserves the right, at any time and in its sole discretion, to require full or partial pre-payment, letters of credit, or cash on delivery and to revoke any credit previously extended. All payments must be made in the currency and to the bank or address of Interdas indicated on Interdas’ invoice. Interdas reserves the right to assess, and Buyer agrees to promptly pay, service charges of one and one-half percent (1½%) per month on overdue accounts, or the maximum amount permitted by law, whichever is lower. Undisputed amounts owed by Buyer must be paid without setoff or other withholding. A payment is considered made when received by Interdas in accordance with payment instructions on its invoice. If any particular invoice is not paid when due, Buyer agrees to pay all collection costs if the account to a third party for collection or if legal proceedings are initiated to collect the account. Buyer agrees to pay all costs and reasonable attorneys’ fees, including all costs and reasonable attorneys’ fees incurred on any appeal to an appellate court.
5. **Place of Delivery and Method of Tender/Risk of Loss.** All prices are FOB (INCOTERMS terms 2010) Interdas’ named port of shipment. Interdas reserves the right to deliver the Products in any order and to make partial deliveries. All shipping dates are approximate only. Where Buyer furnishes special transportation instructions, any special expense is to be borne by the Buyer, including special handling, packaging and additional freight charges. When export instructions or special packing are required and have been agreed upon by the parties, any extra charges such as export duties, licenses, fees and the like shall be borne by Buyer. The risk of loss or damage to the Products, or any part thereof, shall pass to the Buyer upon the earlier delivery to (i) carrier at point of shipment or (ii) delivery to Buyer. Buyer shall be responsible for filing any claims for loss, damage, delay, or otherwise with the carrier, insurer, or other related third parties. The risk in the Products shall pass from Interdas to Buyer upon delivery of the Products in accordance with this Paragraph 5; however, notwithstanding delivery and passing of risk in the Products, the title and property in the Products, including full legal and beneficial ownership, shall not pass to Buyer unless Interdas has received, in cash or cleared funds, payment in full for all Products delivered to the Buyer under this contract and all other contracts between Interdas and Buyer for which payment of the full price thereunder has not been paid. Payment of the full price of the Products shall include the amount of any penalties, interest or other sum payable under the terms of this and all other contracts between Interdas and Buyer under which Products were delivered.
6. **Installation / Maintenance.** Buyer assumes responsibility for installation of the Products and for any required service or maintenance on the Products.
7. **Proprietary Rights.** Buyer acknowledges (i) that the trade name IGNIS and the trademark IGNIS and all other trademarks, service marks, trade names, logos, the equivalent of the foregoing, and other words or symbols identifying the Products and/or services provided hereunder (the “**Marks**”) are valuable intellectual property owned by Whirlpool Europe SRL or its related companies (“**Whirlpool**”) and properly licensed to Interdas, whether or not registered under the laws of the country in which Buyer is located or operates its business (“**Territory**”), and (ii) that Buyer acquires no right, title or interest in the Marks, or the use of the Marks other than the limited right granted by Interdas to display the Marks in accordance with this Paragraph 7. Buyer shall not take any action which jeopardizes the proprietary rights or licensed rights in the Marks, nor use or register, directly or indirectly, any Mark or any trademark, service mark, trade name, Internet domain name, copyright or company name, in any language, which is identical or confusingly similar to the Marks or any part, syllable or abbreviation thereof. Buyer shall be entitled to display the Marks solely to advertise and promote sales of the Products within the Territory. Buyer’s advertisements and promotional materials shall not mislead the public or be detrimental to the goodwill or reputation of the Products or the Marks and must comply with any requirements of the laws of the Territory. If INTERDAS notifies Buyer that the display of the Marks in such materials is inappropriate, Buyer will cease publication or other dissemination thereof until they have been modified to INTERDAS’s satisfaction. Buyer shall not be entitled to register, use or own the Marks as part of an Internet domain name or email address; however, Buyer shall be entitled to display the Marks on its Internet web pages to advertise and promote sales of the Products within the Territory pursuant to the conditions provided in Paragraph 7. Buyer shall immediately notify INTERDAS if Buyer learns: (a) of use of or actual or any potential infringement of the Marks by a third party; or, (b) that the use of the Marks within the Territory may infringe the proprietary rights of a third party.
8. **Delays/Force Majeure.** Interdas is not liable for loss, damage, detention or delay due to causes beyond its reasonable control, including but not limited to, Acts of God, acts of Buyer, acts of civil or military authority, fires, lock outs, labour disputes, strikes, floods, terrorism, epidemics, war, riot, failures of communication facilities, delays in production or transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes. Products for which delivery is delayed due to any cause within Buyer’s control may be placed in storage by Interdas at Buyer’s risk and expense and for its account. Buyer will be liable for all costs and expenses incurred by Interdas in holding or storing Products for Buyer or at Buyer’s request. Interdas reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to Interdas when due or otherwise fails to perform its obligations hereunder. This clause shall not excuse either party’s obligation to pay money to the other.
9. **Cancellations.** If Buyer cancels an order for any reason, fails or refuses, or for any reason is unable to accept delivery of any of the Products it has ordered, or if Buyer requests the diversion of a delivery from Interdas, Buyer shall be liable for and pay to Interdas, promptly on demand, the full purchase price and all costs and expenses incurred by Interdas in filling and shipping Buyer’s order or by reason of such diversion, including costs of demurrage and storage.
10. **Product Return.** Buyer shall not be entitled to return Products purchased hereunder without Interdas’s prior consent in writing.

11. **Warranty.** The Products sold hereunder by Interdas to Buyer are subject to the warranty of the manufacturer only and Interdas makes no independent warranties of any kind in respect of the Products. In no event shall Interdas be liable for any consequential, indirect or special damages, whether foreseeable or not, whether based upon lost goodwill, lost profits, loss of use of the Products, loss of use of money, stoppage of other work, impairment of other assets or otherwise and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Agreement, any transaction performed or undertaken or otherwise. Interdas undertakes to work with its manufacturers and Buyer to address any warranty or quality issues raised by Buyer in writing to Interdas (provided such writing includes sufficient technical details, quantitative data, photographs etc.) and, in particular, to address with manufacturers any written notice from Buyer of an alleged "Epidemic Fault". An Epidemic Fault for purposes hereof means any defect of the same type that occurs in more than 10% of the same Product model installed in the Territory during the twelve (12) month period following the date of such Product's installation but in no event more than eighteen (18) months after the date of shipment to the Buyer. OTHER THAN AS SET FORTH IN THIS Paragraph 11, ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF INTERDAS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED AND DISCLAIMED.

12. **Limitation of Liability.** In any event, Interdas' maximum liability to Buyer shall not exceed the price paid by Buyer for the Product(s) that gave rise to any claim of Buyer. The provisions of this Paragraph 12 shall apply regardless of the basis of Buyer's claim, be it in contract, warranty, tort or otherwise. The remedies of Buyer contained in these Conditions are exclusive and in lieu of any other remedies available to Buyer under applicable law.

13. **Compliance.** Buyer shall comply with all applicable governmental laws, ordinances, codes, rules, regulations and orders in its performance hereunder, and shall obtain all permits or licenses required in connection with the purchase, transfer, shipment, storage, installation or use of any of the Products. Buyer acknowledges that the Products may be subject to export restrictions imposed by the European Union and by the government of the Republic of Italy. Buyer shall: (a) keep itself reasonably informed of all applicable restrictions, (b) comply with all applicable restrictions, and (c) not export from the Territory, directly or indirectly, any Product to any country for which the Italian government or European Union requires an export license or other governmental approval, without the prior written approval of Interdas and the receipt of the required license from all appropriate government agencies.

14. **Inspection and Acceptance of Products.** Final inspection and acceptance of Products shall be made by Buyer within five (5) days of receipt of the Products at Buyer's facility. Failure of Buyer to inspect and reject in writing said Products within the above time period (where source inspection is not applicable) shall be deemed to mean acceptance has occurred.

15. **Buyer's Default; Insolvency.** If Buyer becomes insolvent or if Buyer is in default for any reason under the terms of these Conditions or any other agreement between Buyer and Interdas, Interdas shall be entitled, at Interdas' option, to discontinue further performance, cancel production of pending orders, and/or to withhold shipments, in whole or in part, without the necessity of taking any other proceedings.

16. **Governing Law.** The rights and obligations of the Parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Republic of Italy and the parties irrevocably submit to arbitration in Varese, conducted by one arbitrator appointed in accordance with the Rules of Arbitration of the Milan Chamber of Arbitration whose Rules shall govern the entire arbitration proceedings. The Parties expressly reject the application of the United Nations Convention on Contracts for the International Sale of Goods to their sale and purchase transactions. No actions arising out of the sale of the Products, other than in an action to recover the purchase price of the Products, may be brought by either party more than one (1) year after the cause of action accrues. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

17. **Severability; Remedies; Waiver.** In the event that any one or more provisions contained herein (other than the provisions obligating Buyer to pay Interdas for the Products) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Interdas' failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

18. **Notices.** Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received three days after being sent via registered mail with return receipt requested, by pre-paid courier (for example DHL or FedEx), or via email (provided there is evidence of the message having been received and read) to Interdas or Buyer at the address specified in the purchase orders and invoices or at such other address, including email addresses, as either party may from time to time designate to the other in writing.

19. **Entire Agreement.** This is the complete and exclusive statement of the agreement between Interdas and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Interdas and Buyer.