

Date : 27/07/15 Rev. 02 Sw. 9.8

PR .T : FG006234

# **USE AND INSTALLATION HANDBOOK**





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# **1. WARNINGS**

The following symbols, accompanied by the words: "DANGER", "WARNING", indicate the potential hazard resulting from failure to observe the associated warning, as specified below:



DANGER RISK OF ELECTRIC SHOCK



Failure to observe this warning may cause personal injury

Failure to observe this warning may result in electric shock



and/or damage to property

Failure to observe this warning may cause damage to the pump, the unit or the system

### - CAUTION:

Make sure the pumps are fully primed before you start them.

DANGER

### - CAUTION:

Ensure the correct direction of rotation of the pumps.

# - CAUTION:

The control panel must be connected by a qualified electrician in compliance with the electrical regulations in force.

### - CAUTION:

The electric pump or the motor and the panel must be connected to an efficient grounding system in compliance with the electrical regulations locally in force.

### - CAUTION:

Ground the unit before carrying out any other operation.

### - CAUTION:

The electric pump or the motor can start up automatically.

# - CAUTION:

As a general rule, always disconnect the power supply before proceeding to carry out any operation on the electrical or mechanical components of the unit or system. If you must work inside the electrical panel is also necessary to disconnect the internal battery (installed simultaneously with GSM module).

# **2. OVERVIEW**

The purpose of this manual is to provide the necessary information for the proper installation, use and maintenance of FULL-APP 2. The user should read this manual before operating the unit. Improper use may cause damage to the machine and lead to the forfeiture of the warranty coverage. Always specify the model identification code and the construction number when requesting technical information or spare parts from our Sales and Service department. The instruction and warnings given below concern the standard version; refer to the sale contract documentation for modifications and special version characteristics. For instructions, situations and events not considered in this manual or in the sale documents, please contact our customer service.

Our units must be installed in sheltered, well-ventilated, non-hazardous environments and must be used at a maximum temperature of  $+40^{\circ}$ C and minimum of  $-5^{\circ}$ C (relative umidity 50% at 40°C not condensed).

# 3. HANDLING



The panel must be handled with care, as falls and knocks can cause damage without any visible external signs.

If for any reason the unit is not installed and starter immediately after it has reached its destination it must be stored properly. The external packaging and the separately packed accessories must remain intact, and the whole must be protected from the weather, especially from freezing temperatures, and from any knocks or falls.

**PRELIMINARY INSPECTION:** after you have removed the external packaging, visually inspect the control panel to make sure it has suffered no damage during shipping.

If any damage is visible, inform our dealer as soon as possible, no later than five days from the delivery date.

# **4. GENERAL DESCRIPTION**

*FULL-APP*<sup>2</sup> is an electronic panel for direct start-up of 2 single or three phase pumps with dry running protection via cos- $\varphi$  and minimum current, remote management with gsm and app.

# FOURGROUP S.r.I. shall not be liable for any damage caused or suffered by the unit as a result of its unauthorised or improper use.

#### **GENERAL FEATURES**

multi language; password; mains supply return delay; motor self-test; protections delay; 50-60Hz frequency; various start-up alternations; simultaneous motor operation; motor exclusion; start delay; settings via GSM-APP.

#### GENERAL SETTINGS

self-learning of motor data; min-max current (A);min cos $\varphi$ ; tart delay setting; stop delay setting; max continuous operation; max start-ups per hours; max start-ups per minute; max klixon trips; service request.

#### **DISPLAY VIEWS**

voltage (V); frequency (Hz); motor absorption(A); motors  $\cos \phi$ ; pulseconunter; running hours; presence of GSM; pressure (bar); water level (mt); last alarms; service request.

### ALARMS, ALARMS OUTPUT AND PROTECTIONS

acoustic alarm mode; luminous alarm mode; alarms via relay; 12V alarm output; alarm delay; alarm activation distinction; min-max water level; min-max voltage; phase error; frequency error; min-max motor current; min motors cos $\varphi$ ; motors klixon trip; max klixon trips; water in oil chamber; max start-ups per hours; max start-ups per minute; max continuous operation

#### DEFAULT OPERATING MODES

#### CLEAN

min level probe or float switch input; pressure switch or float switch inputs; emptying-filling mode; 4-20mA sensor if present: > level-pressure views on display, > pressure-level alarm setting on display.

### DARK

float switch inputs (normal or multi-contact types); max level float switch input; self-holding; emptying-filling mode; 4-20mA sensor if present: > level-pressure views on display, > pressure-level alarm setting on display.

### DIGIT

min level probe or float switch input; 4÷20mA pressure-level probe input; motor start-up pressure-level setting; motor stop pressure-level setting.

#### MULTITANK

control of pumps on different systems; setting of control program for each pump; > pump 1 - possible logic modes: CLEAN, DARK, DIGIT; > pump 2 - possible logic modes: CLEAN, DARK; 4-20mA sensor if present: > pressure-level alarm setting on display; > level-pressure views on display; min level probe or float switch input; 4÷20mA pressure-level probe input; motor start-up pressure-level setting; motor stop pressure-level setting.

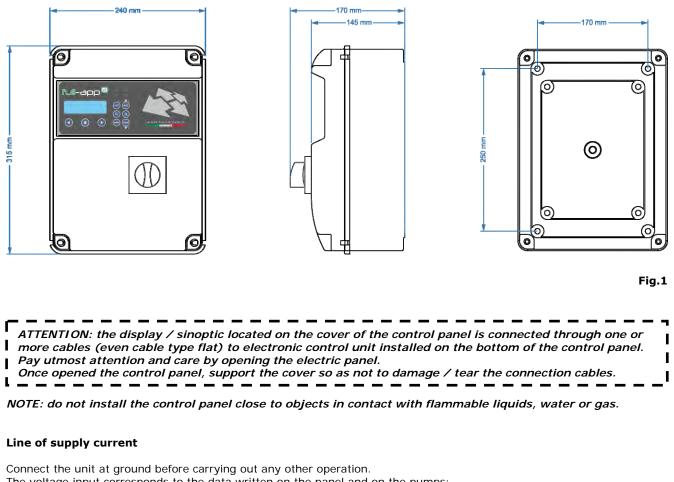
# **5. INSTALLATION**



Fix the control panel for a stable support with screws and screw anchor using the holes arranged in the box (fig. 1) or the fixing bracket if present.

To fix the cables in their terminals use a tool of the proper size to avoid the damaging of the screws or of their seat. If use an electric screwier pay attention not to spoil the thread or the screws.

After the fixing, remove every plastic or metallic surplus (ex. Pieces of copper of the cables or plastic shavings of the box) inside the box before suppling power.



The voltage input corresponds to the data written on the panel and on the pumps:

( **400V** ± 10% 50/60Hz x il **FULL APP 2-T**)

( **230V**  $\pm$  10% 50/60Hz x il **FULL APP 2-M**).

Make sure that the power-supply-cable can bear the nominal current and connect it to the terminals of the general switch of the control panel.

If the cables are exposed, they must be appropriately protected.

The line must be protected with a differential magnetotermic switch measured in accordance with the regulations locally in force.

# Line of motor power supply

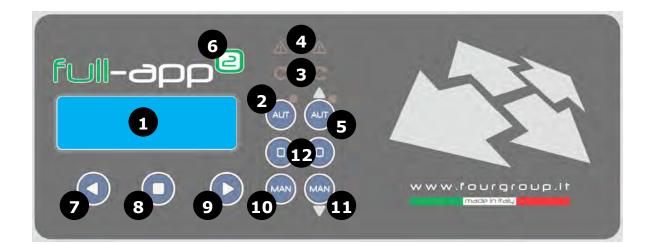
Connect the unit at ground before carrying out any other operation.

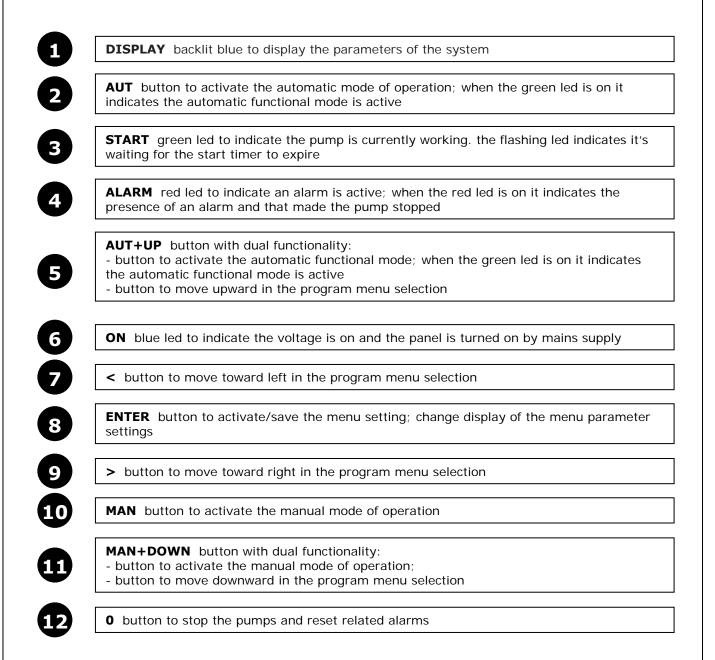
The voltage input corresponds to the data written on the motors:

 $(400V \pm 10\% 50/60$ Hz three-phase)  $(230V \pm 10\% 50/60$ Hz single-phase).

Doing some starting make sure that the motors respect the right direction of rotation usually indicated by an arrow printed on the motors.

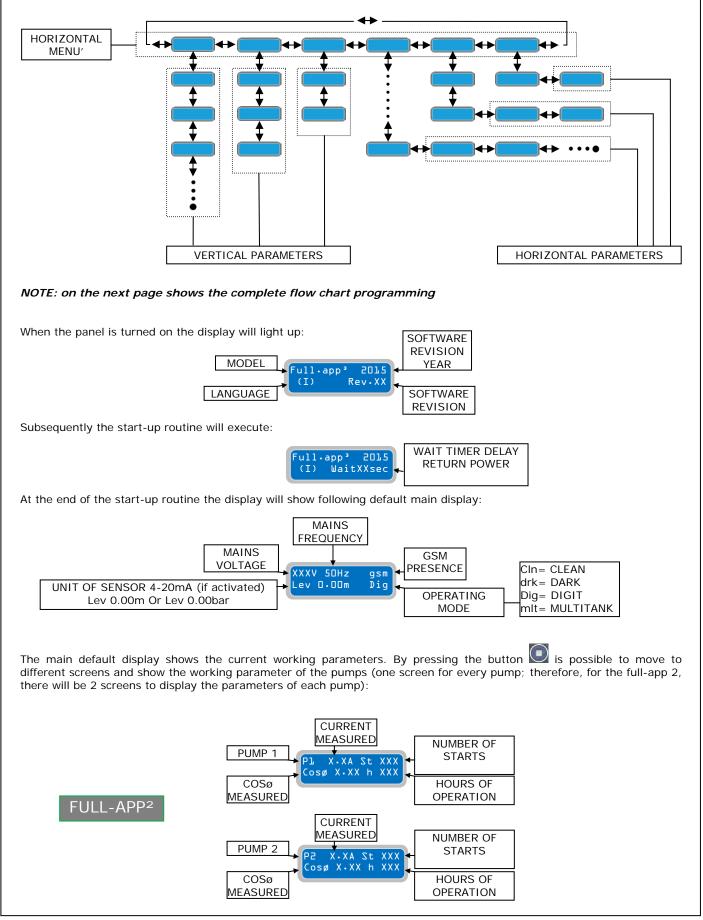
# **6. LIGHT INDICATIONS AND BUTTONS**

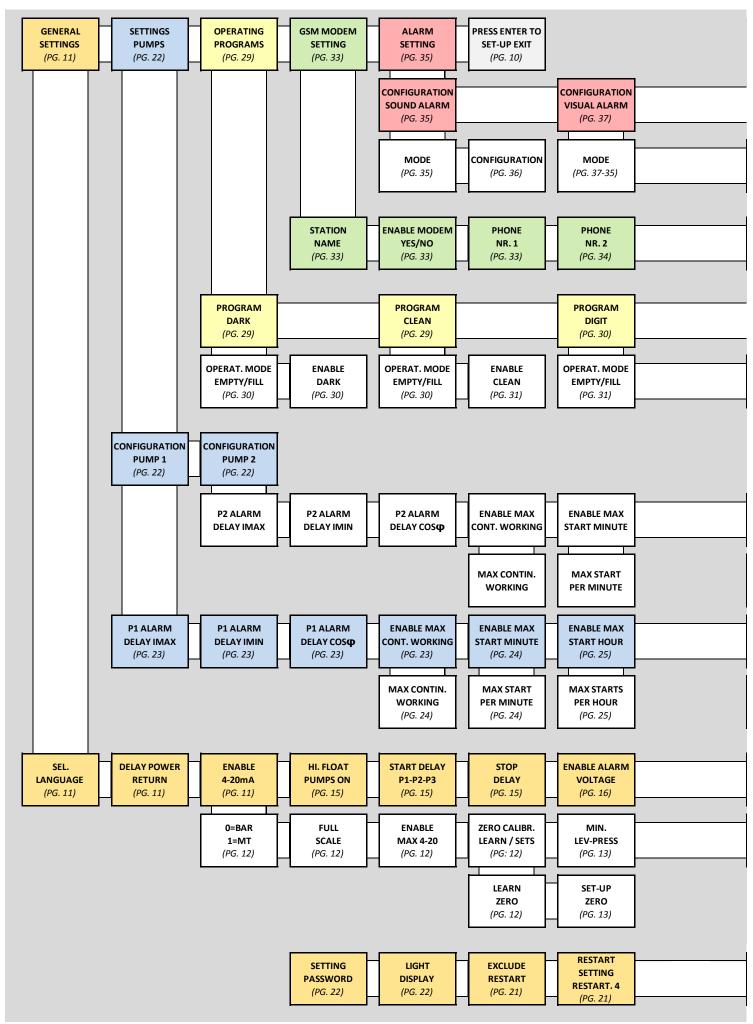


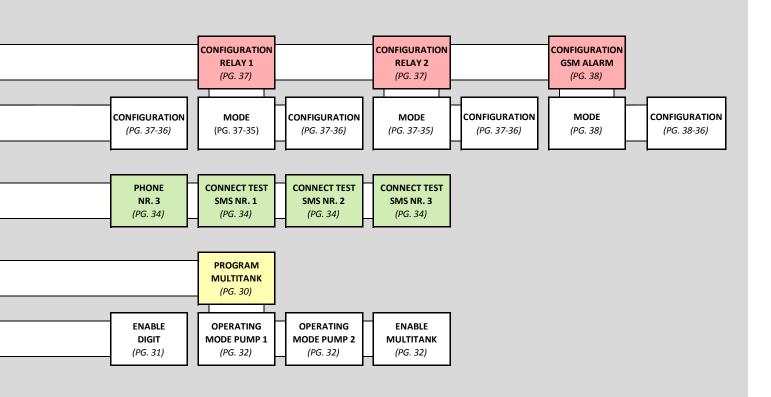


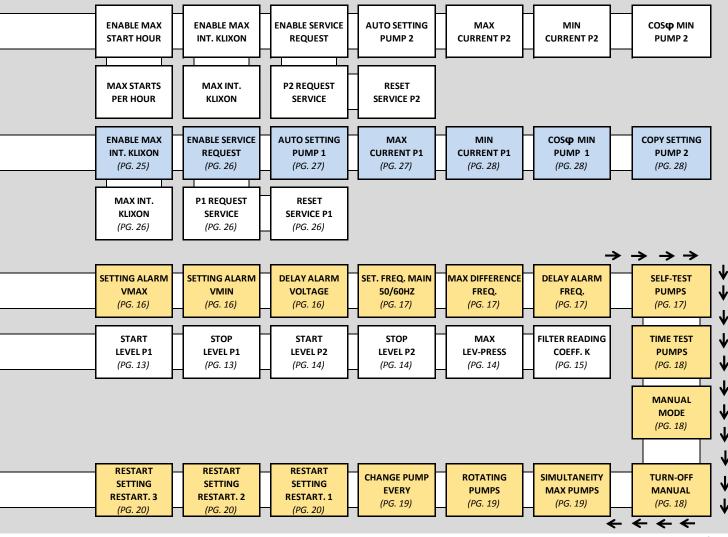
# 7. DISPLAYS

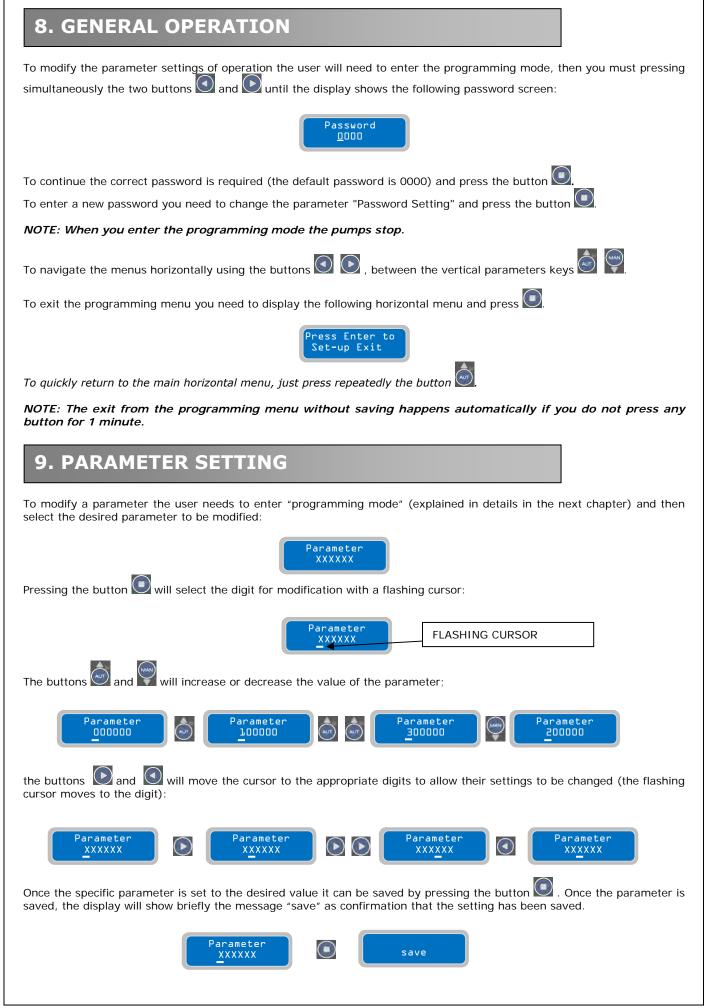
The overall menu settings are composed of a series of horizontal menus that allows access to sets of horizontal and verticals parameters. As the following flowchart example:

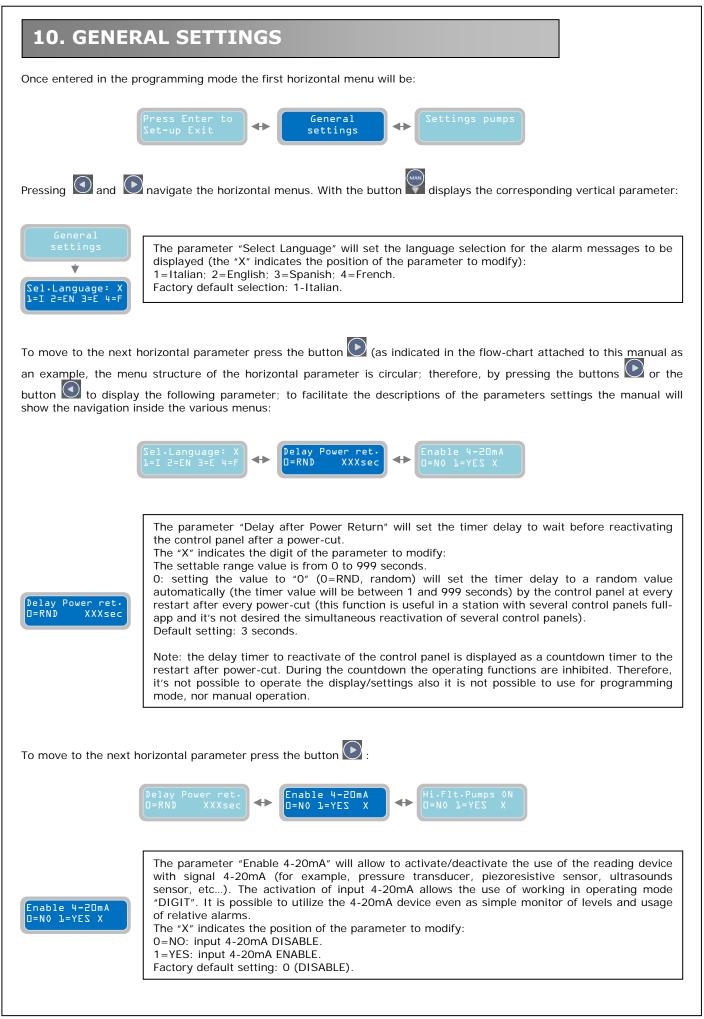


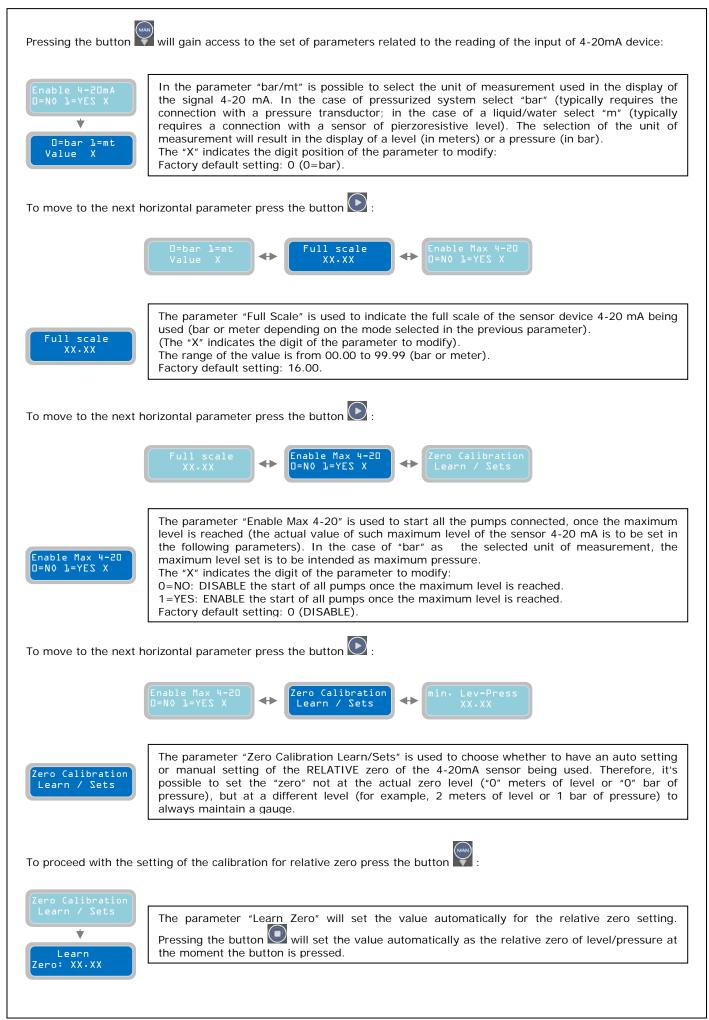


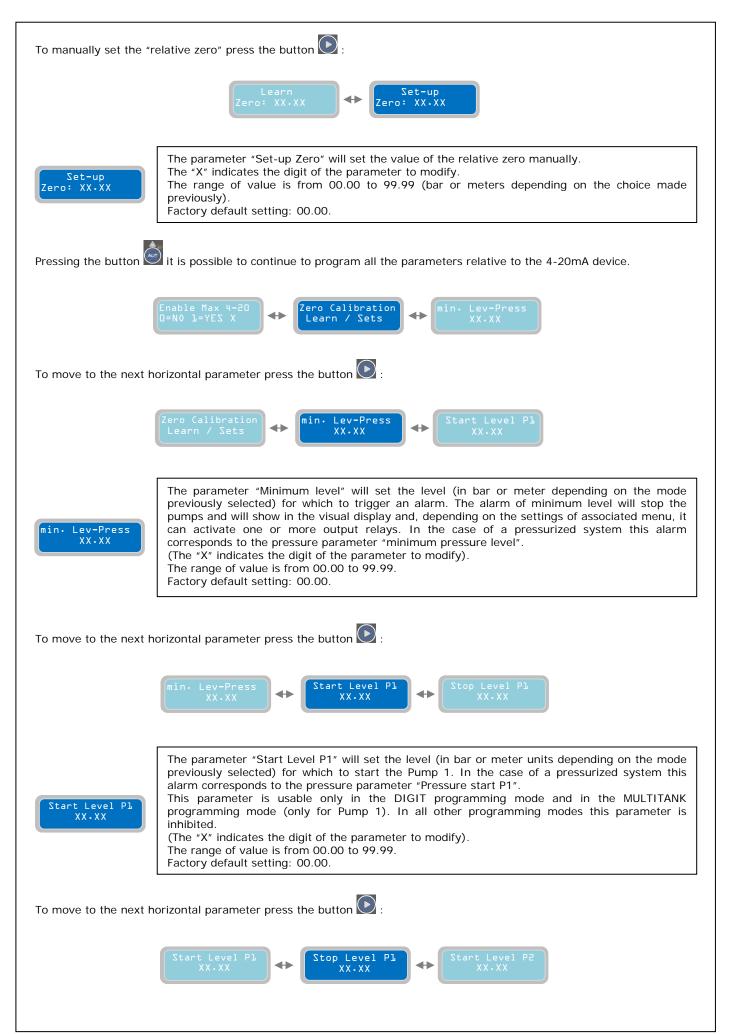


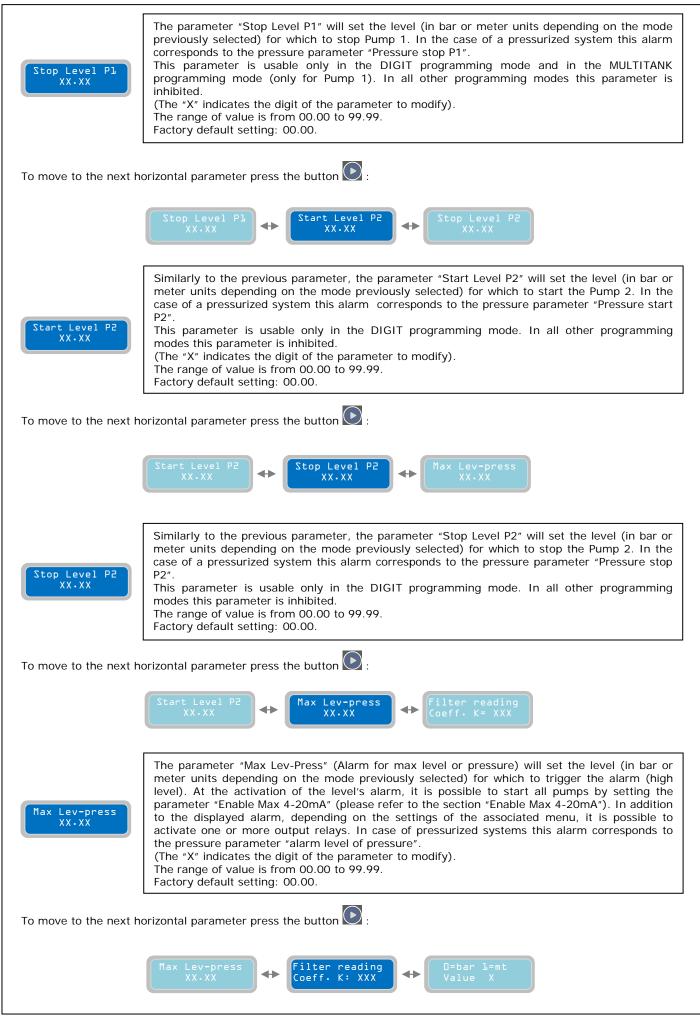


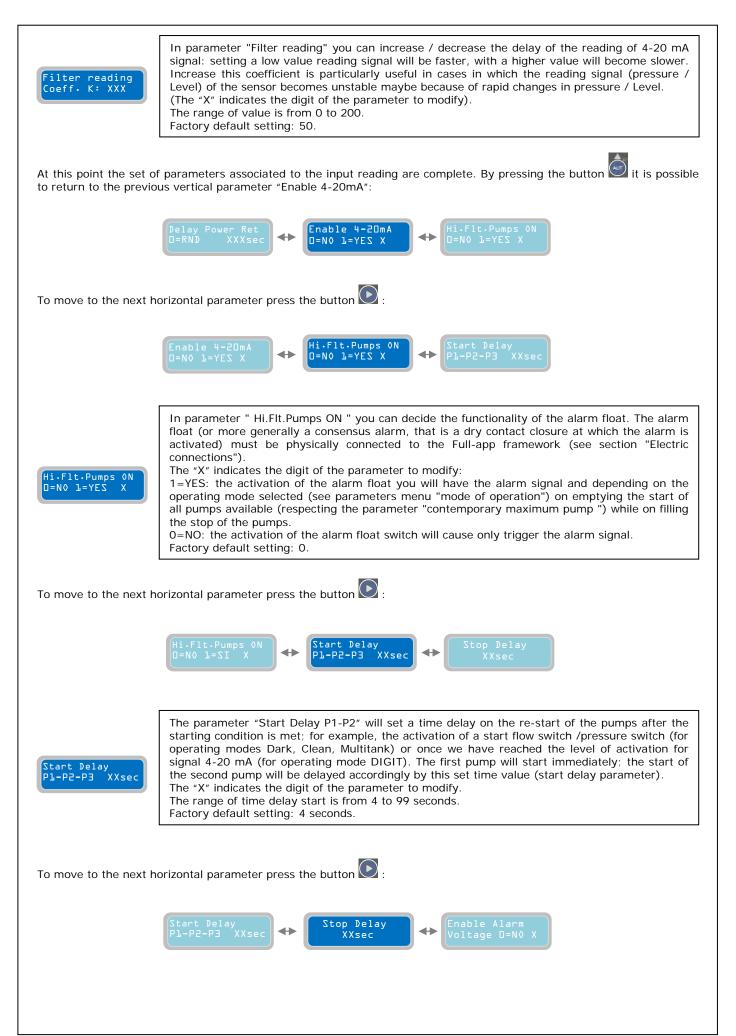


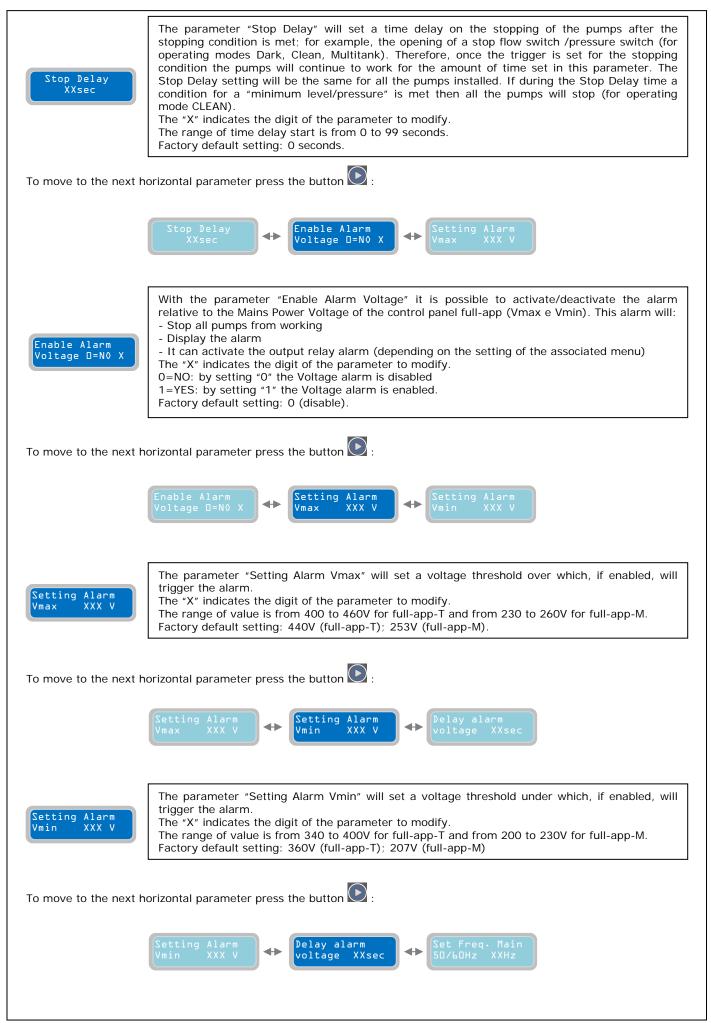


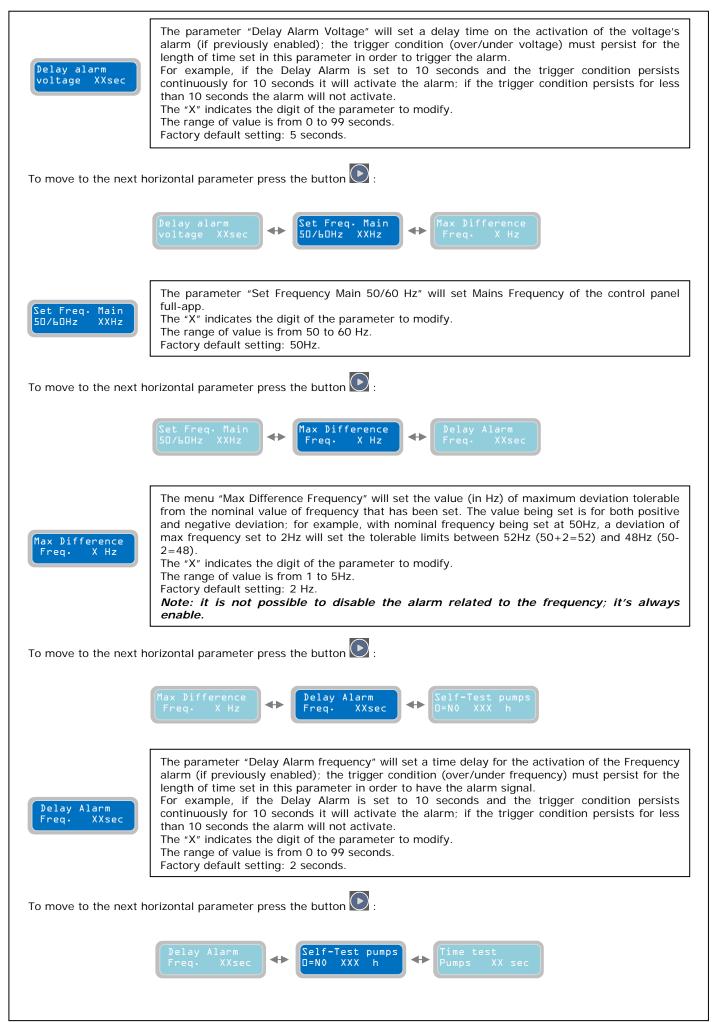


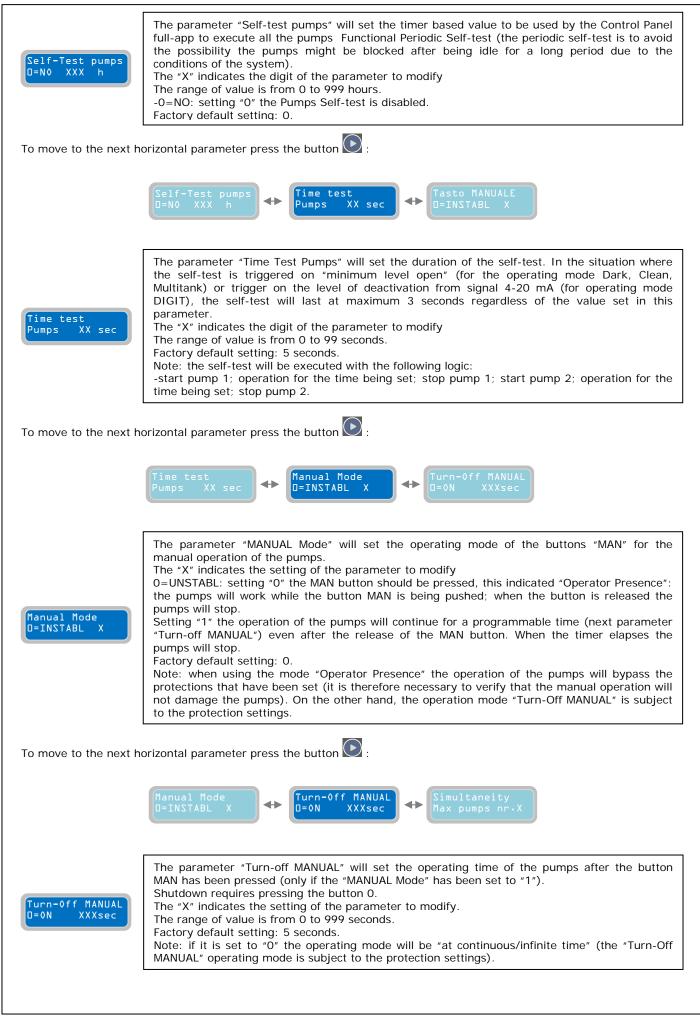


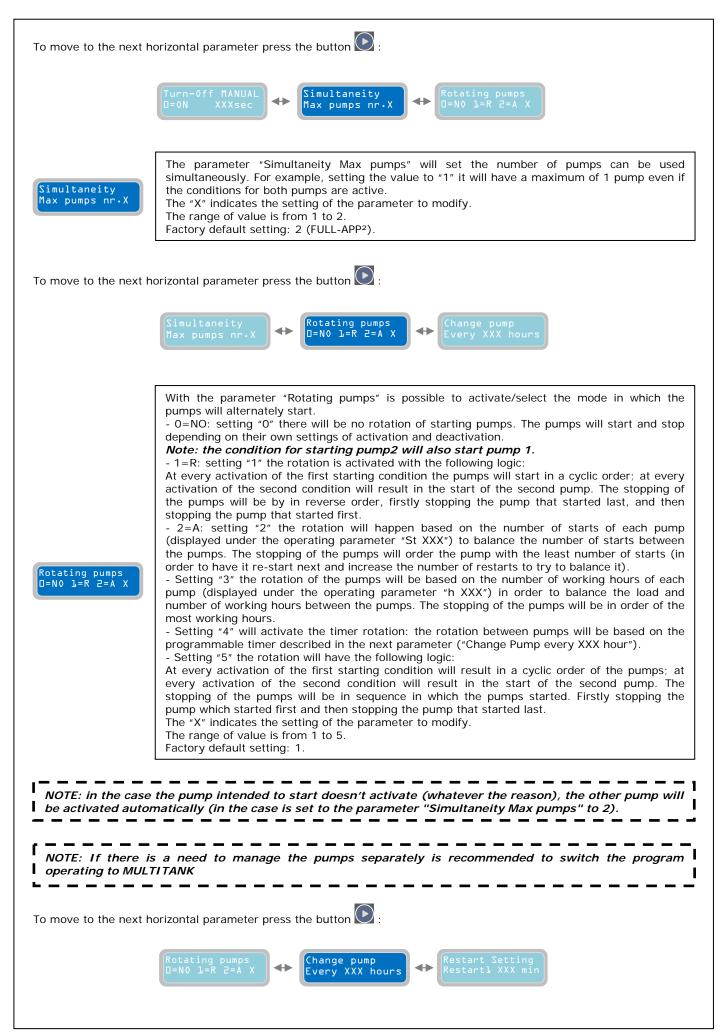


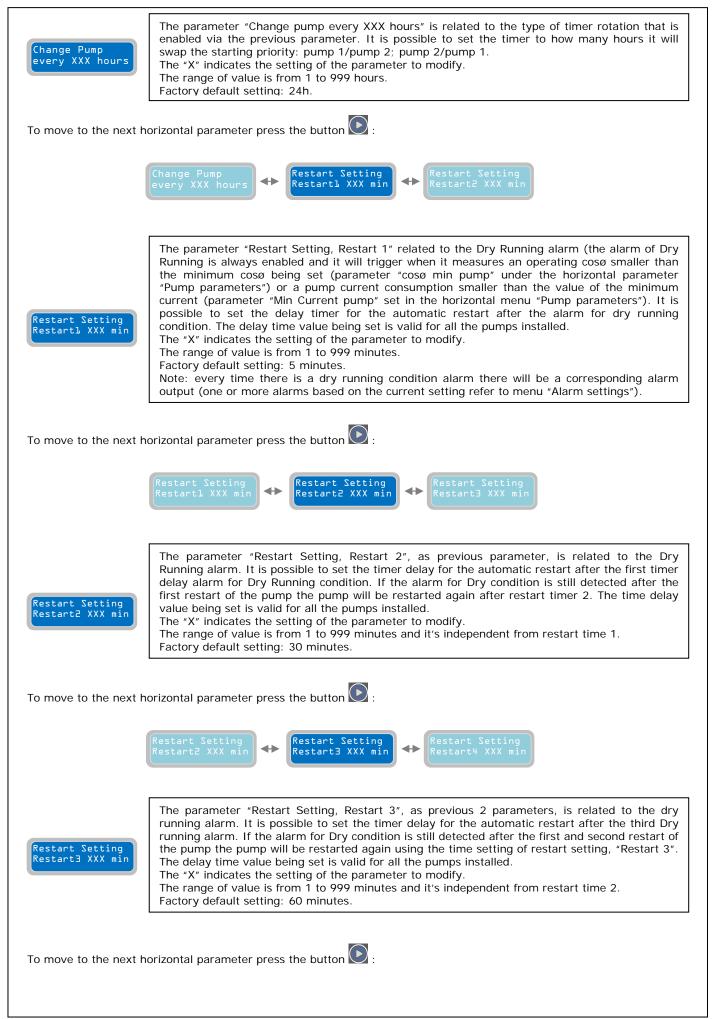


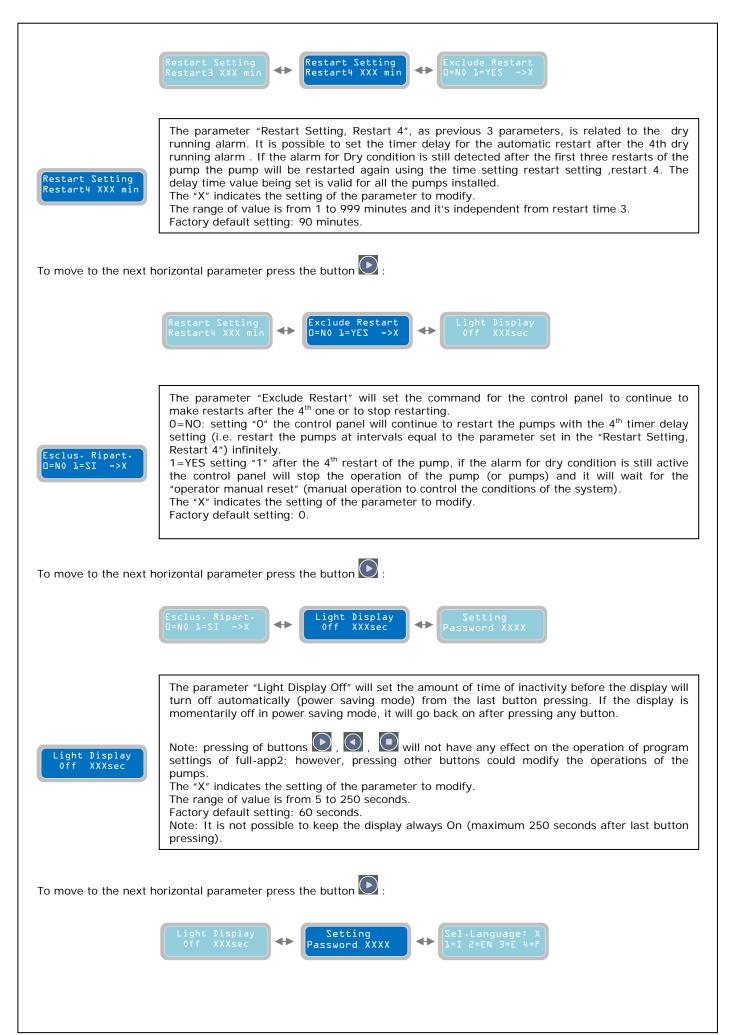


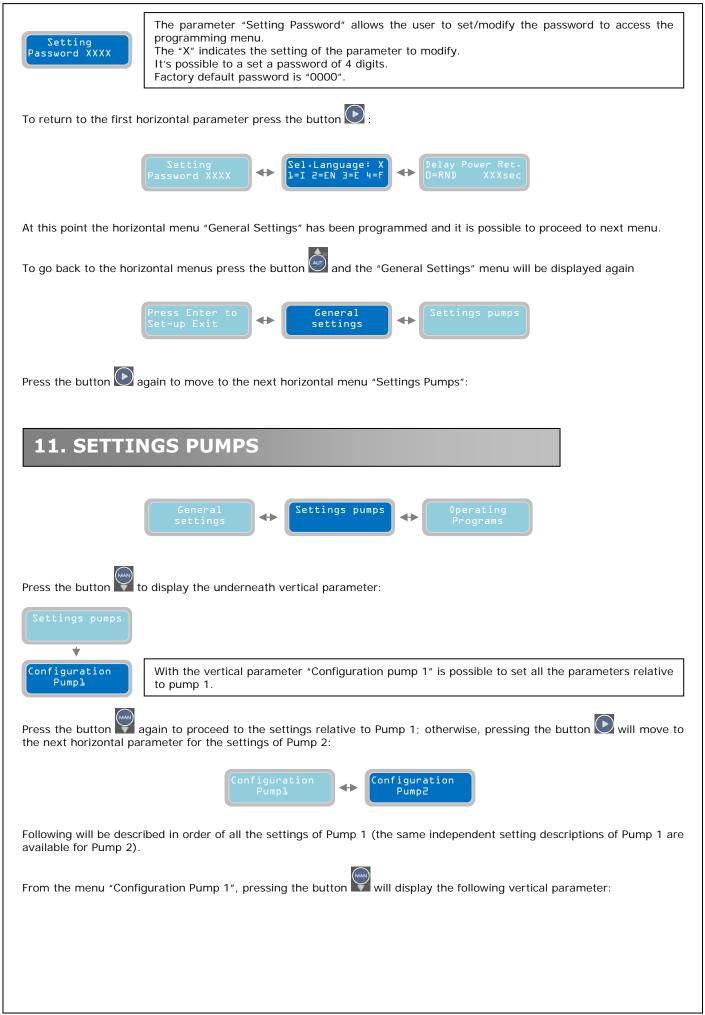


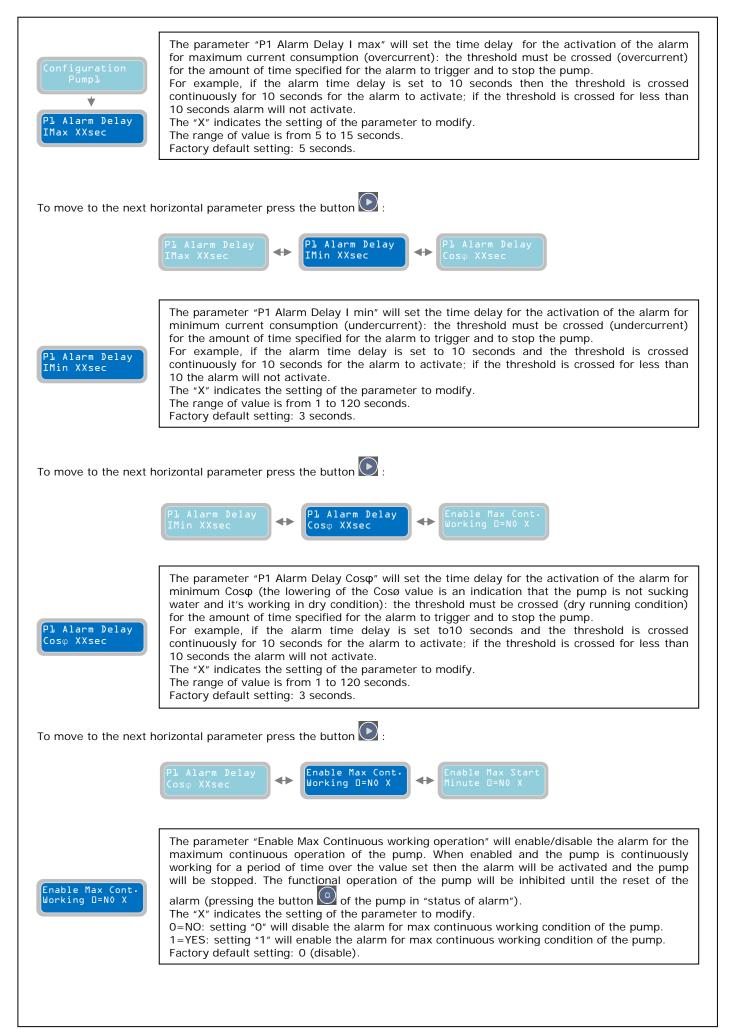


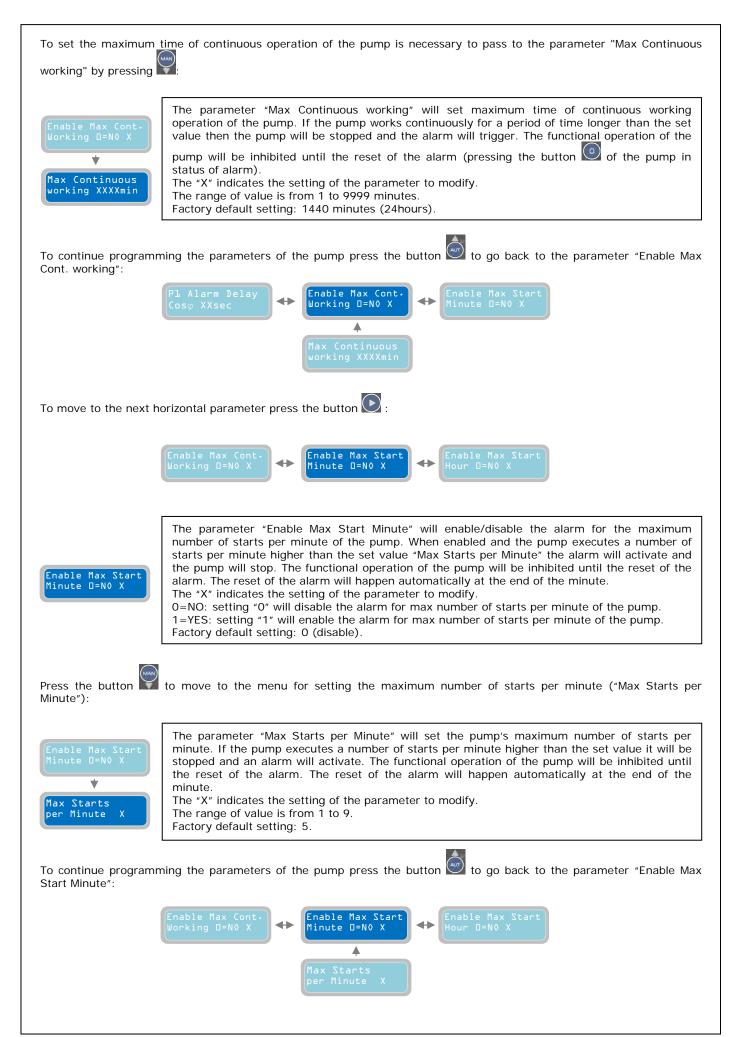


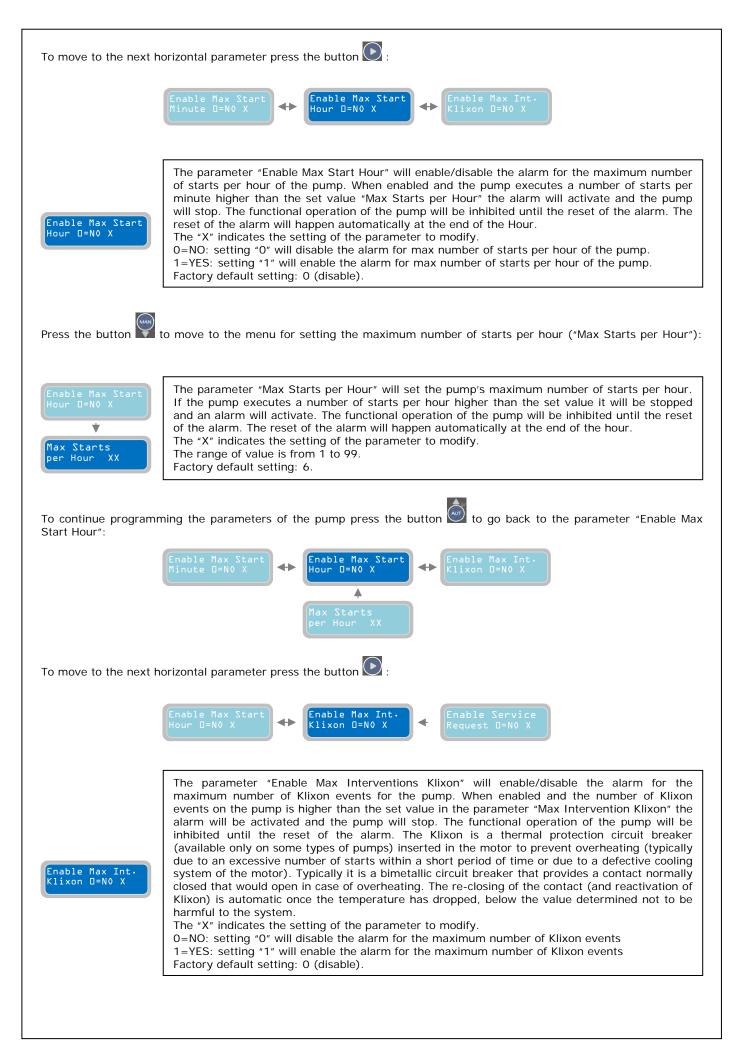


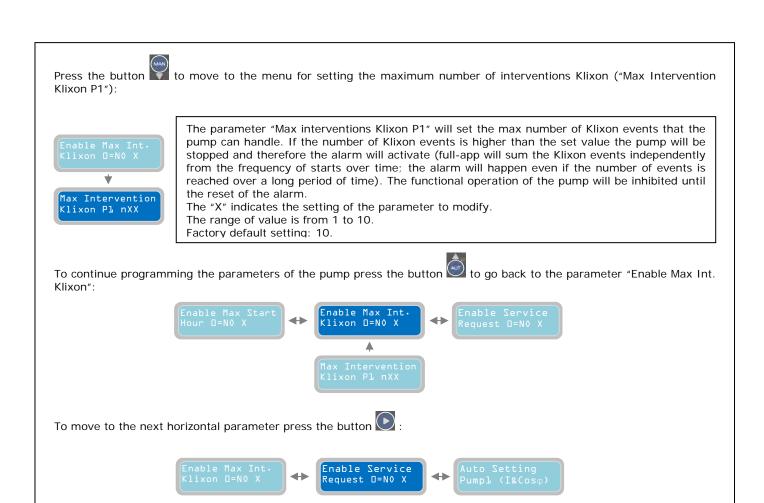


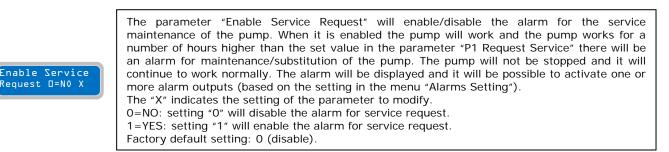




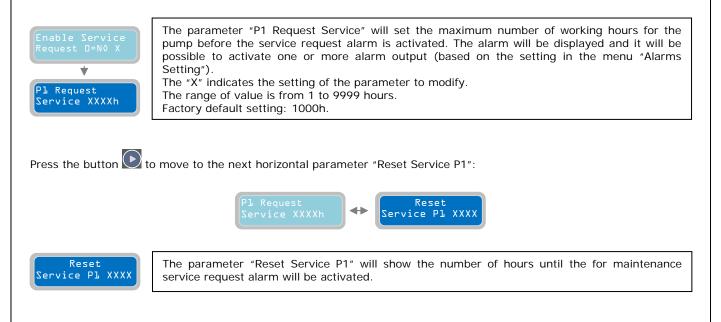


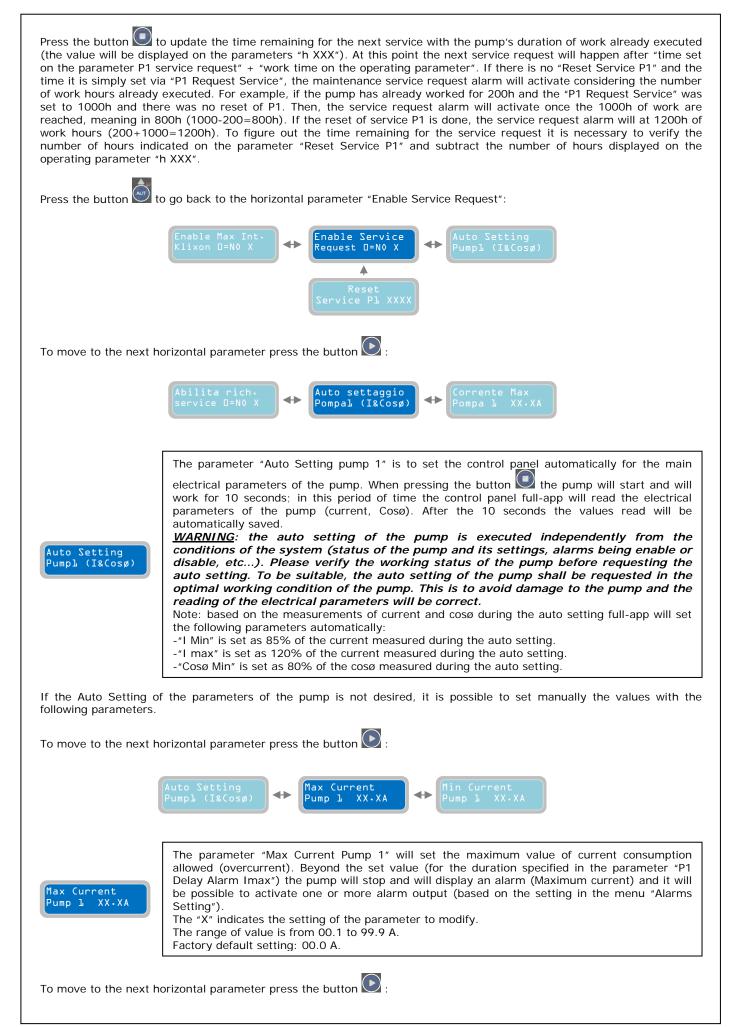


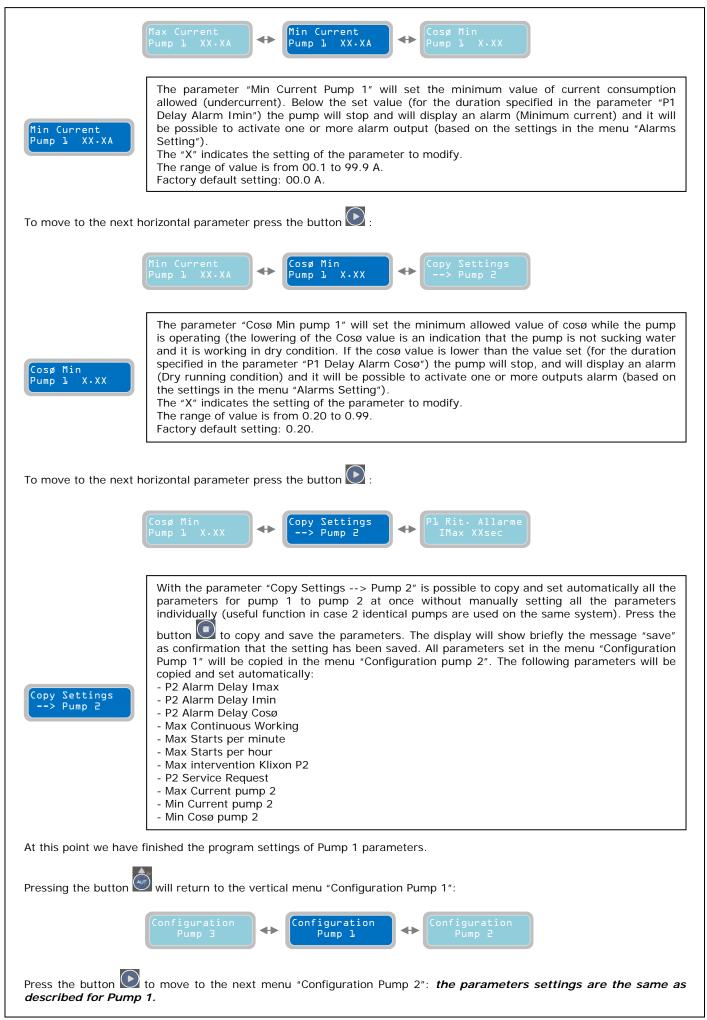


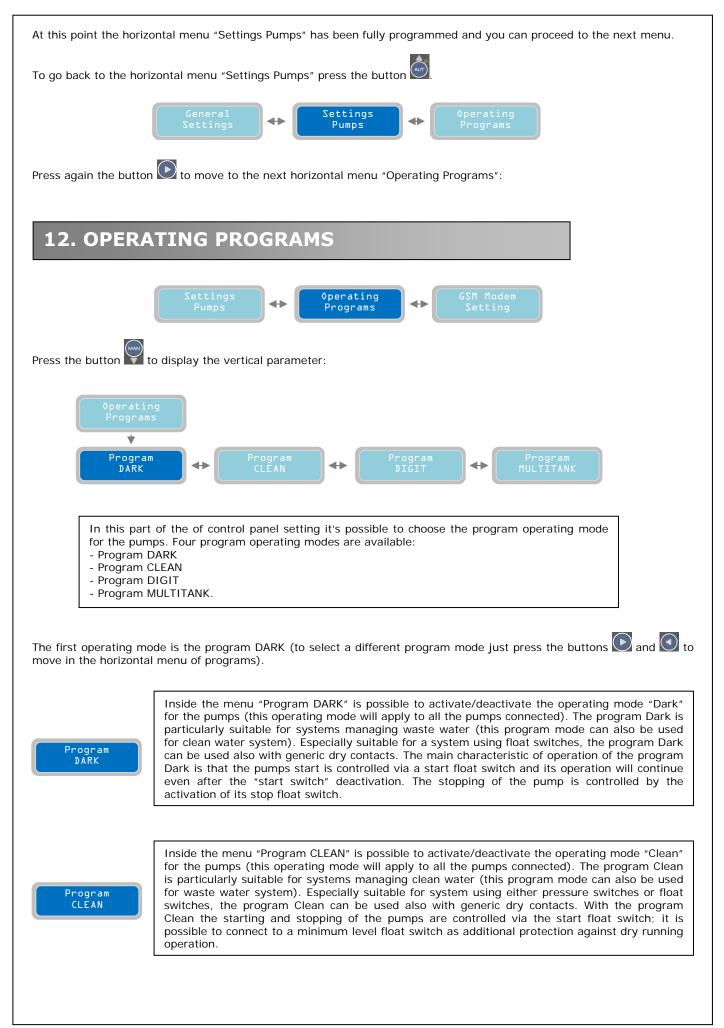


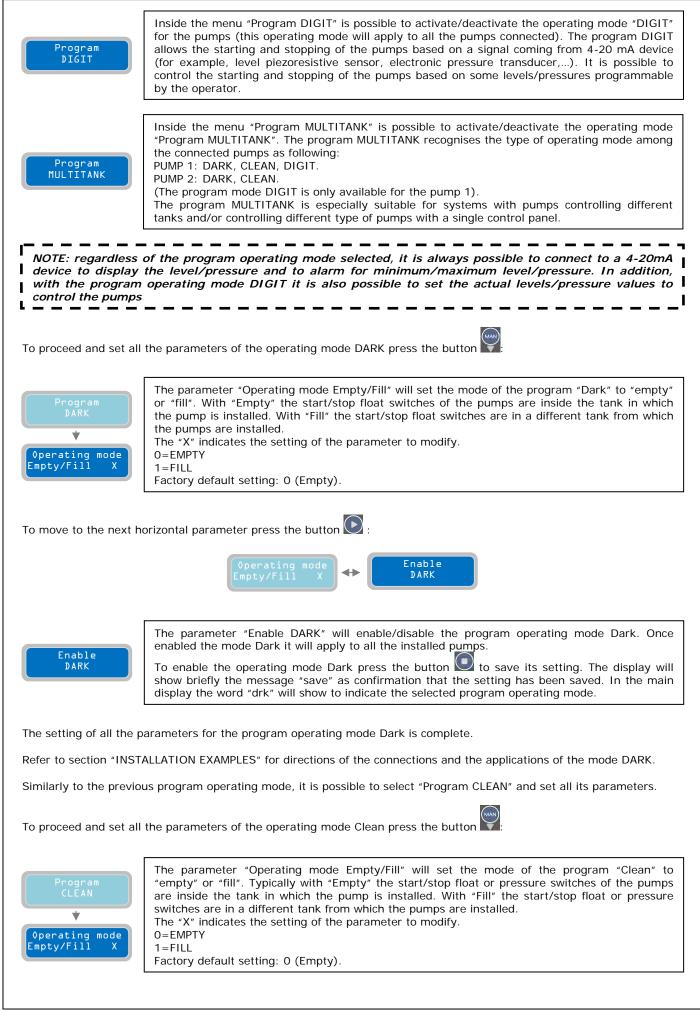
Press the button it to move to the menu for setting the maximum number of working hours ("P1 Request Service"):

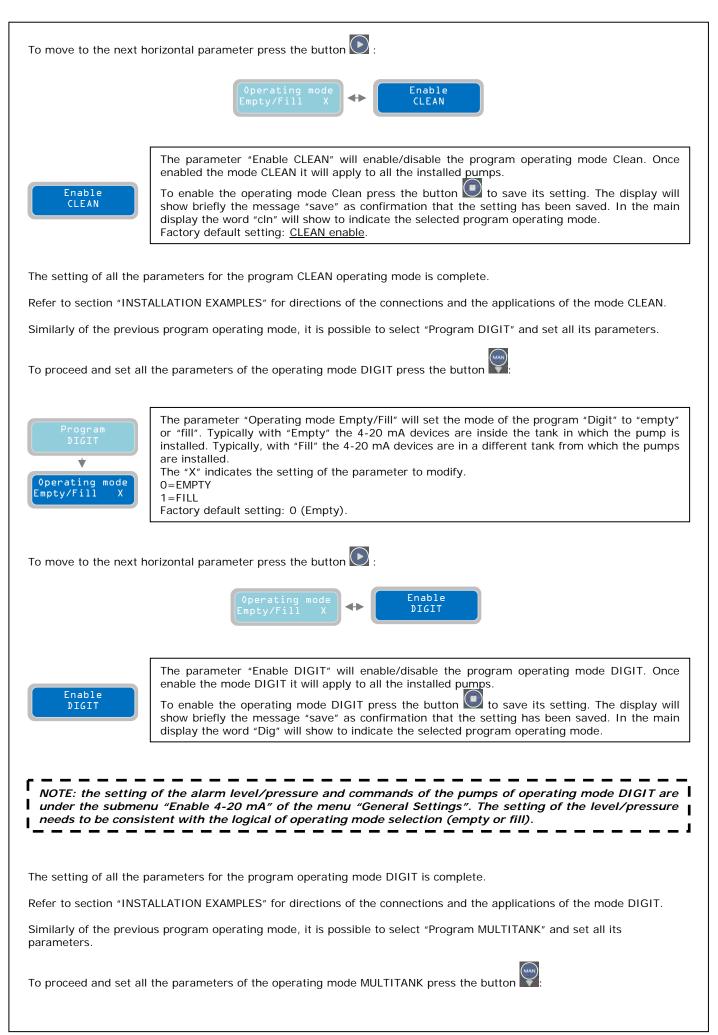




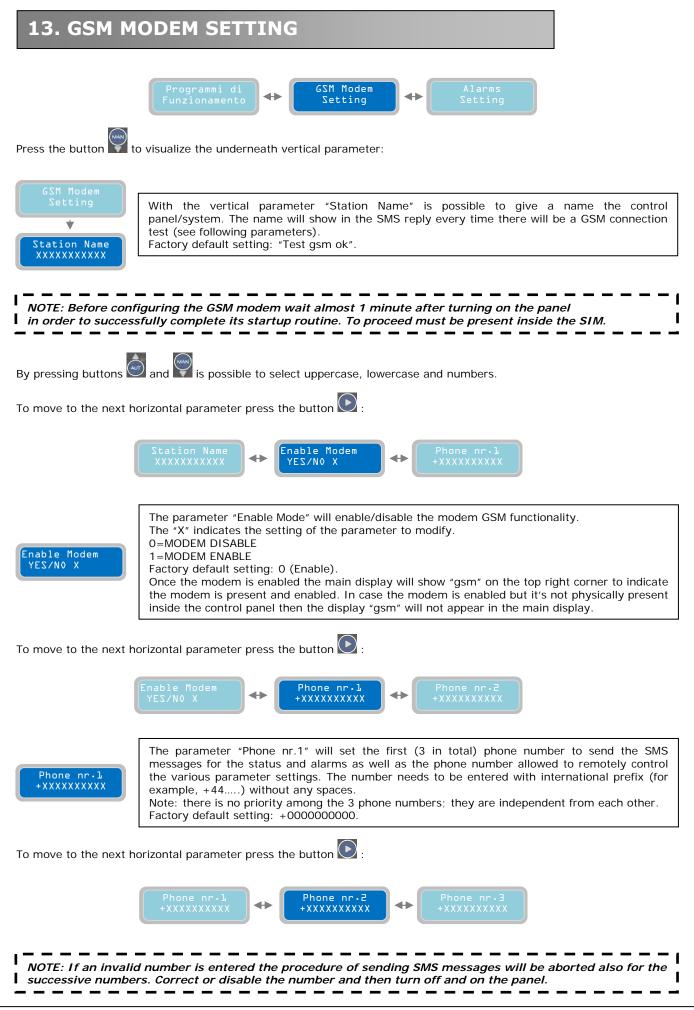


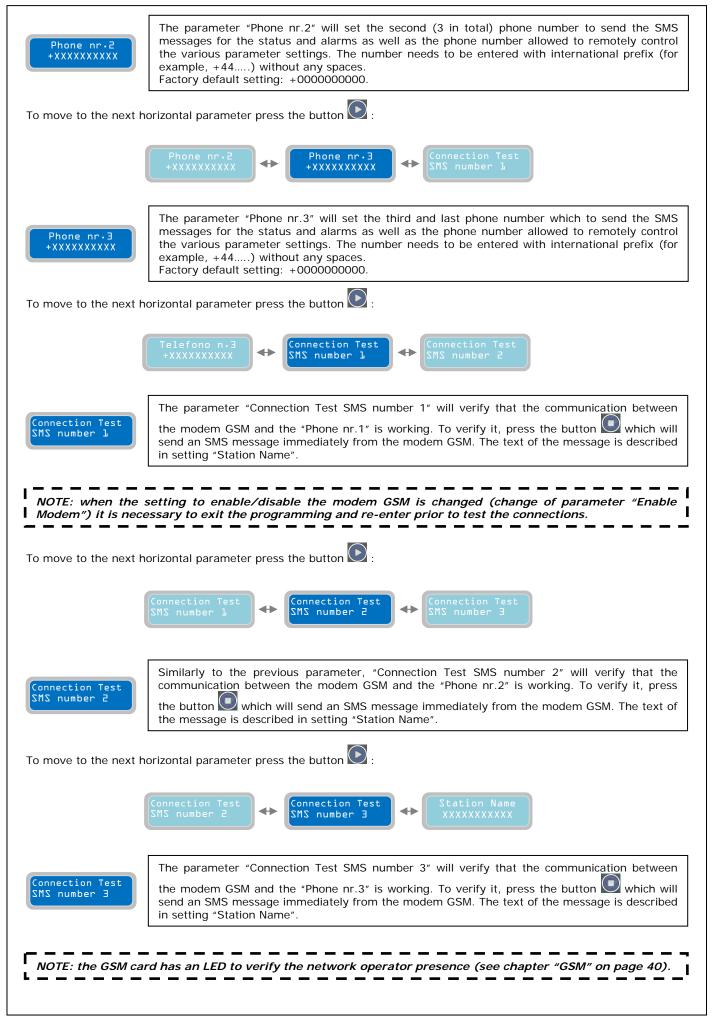


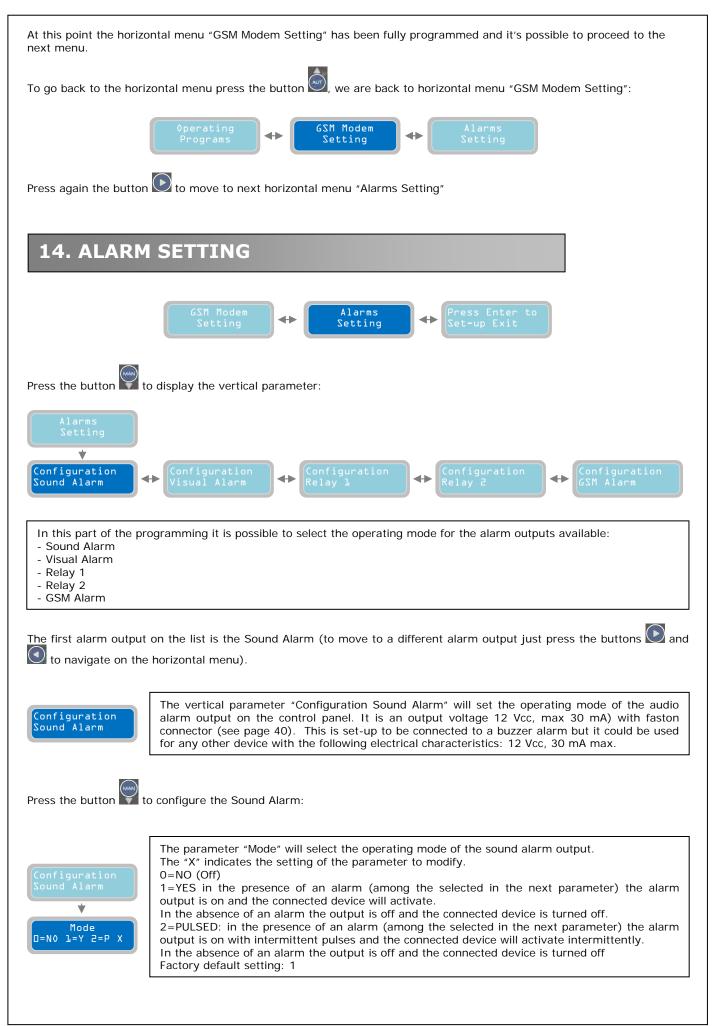


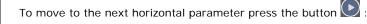


Program MULTITANK	With the parameter "Operation Mode Pump 1" it is possible to select one of the following modes for pump 1: 1=Operating mode CLEAN – EMPTY 2=Operating mode CLEAN – FILL 3=Operating mode DARK – EMPTY 4=Operating mode DARK – FILL 5=Operating mode DIGIT – EMPTY 6=Operating mode DIGIT – FILL The "X" indicates the setting of the parameter to modify. Factory default setting: 1 (CLEAN – EMPTY).
MULTITANK are un necessary to set th	g of the alarm level/pressure and commands of the pumps of operating mode nder the submenu "Enable 4-20 mA" of the menu "General Settings". In addition, it is ne parameters "Stop Level P1" and "Start Level P1".
	Operation Mode       Pump l l-L X         Operation Mode         Pump 2 1-4 X
Operation Mode Pump 근 1-4 X	With the parameter "Operation Mode Pump 2" it is possible to select one of the following modes for pump 1: 1=Operating mode CLEAN – EMPTY 2=Operating mode CLEAN – FILL 3=Operating mode DARK – EMPTY 4=Operating mode DARK – FILL The "X" indicates the setting of the parameter to modify. Factory default setting: 1 (CLEAN – EMPTY).
	the operating mode DIGIT is not available.
	Operation Mode Pump 2 1-4 X ↔ MULTITANK
Enable MULTITANK	The parameter "Enable MULTITANK" will enable/disable the operating mode MULTITANK. The mode MULTITANK recognises the operating settings of the pumps installed. To enable the operating mode MULTITANK press the button to save its setting. The display will show briefly the message "save" as confirmation that the setting has been saved. In the main display the word "mlt" will show to indicate the selected program operating mode.
The setting of all the p	arameters for the program operating mode MULTITANK is complete.
Refer to section "INST/ MULTITANK.	ALLATION EXAMPLES" for directions of the connections and the applications of the mode
	contal menu "Operation Programs" has been fully programmed and you can proceed to the next
To go back to the horiz	zontal menu "Operation Programs" press the button
	Settings Pumps + Operating Programs Setting
Press the button 💽 to	o move to the next horizontal menu "GSM Modem Setting"

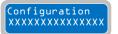








_		
	-	Configurat XXXXXXXXX



The parameter "Configuration" sound alarm output is possible to set which alarms will activate the output (with mode described in the previous parameter). The "X" indicates the setting of the parameter to modify. Factory default setting: 10011111100110.

ion XXXX

It is possible to activate the sound alarm output (and also all the other alarm outputs described later) for 15 types of alarms. One or more alarms can be activated as desired. To activate an alarm set the value from "0" to "1" in the following table

	ALARM ON	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1 1	1	1	. 1
	ALARM OFF	0	0	0	0	0	0	0	0	0	0	0	0	0	(	0 0	nc	ot be d	lisabled
1 2 3 4 5 6 7 8 9 10					-			-	_	-								_	
11	Service																		
12 13	Max start per minute, Max start per hour Max Klixon interventions																		
13	Detection of water in oil chamber																		
15	Max continous working																		
16 17 18	(only whit GSM modem) Absence/Return mains (only whit GSM modem) Black-out Max level (only whit GSM modem) Low battery																		
		1																	

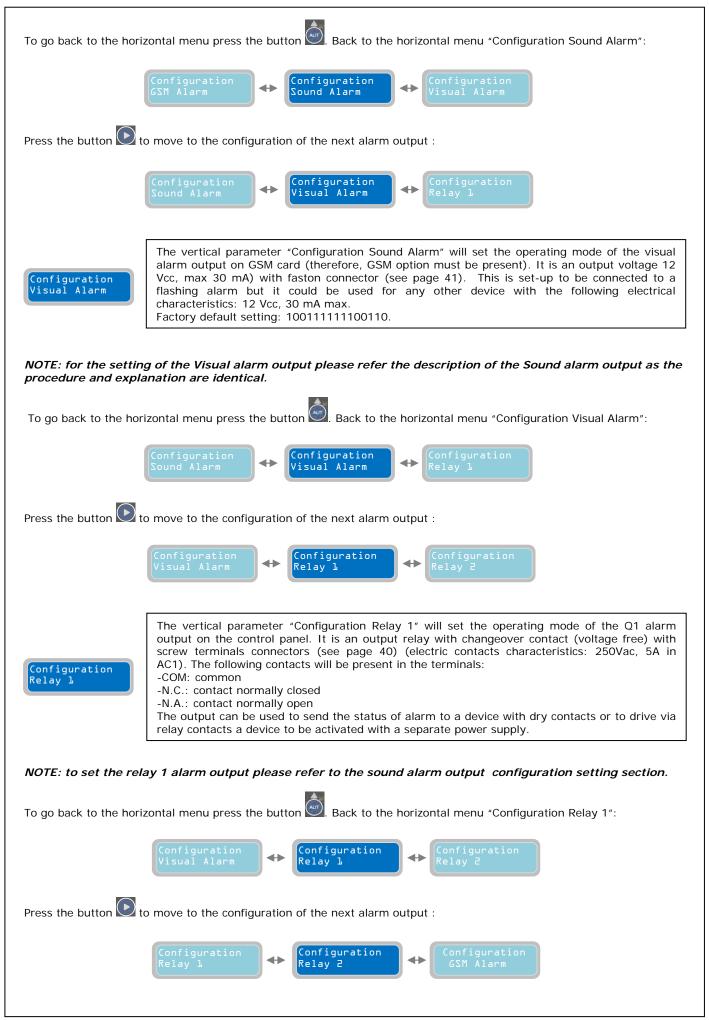
NOTE: the alarms in gray are automatically sent only if is mounted GSM modem. There is no need any configuration and it's not possible to disable these features.

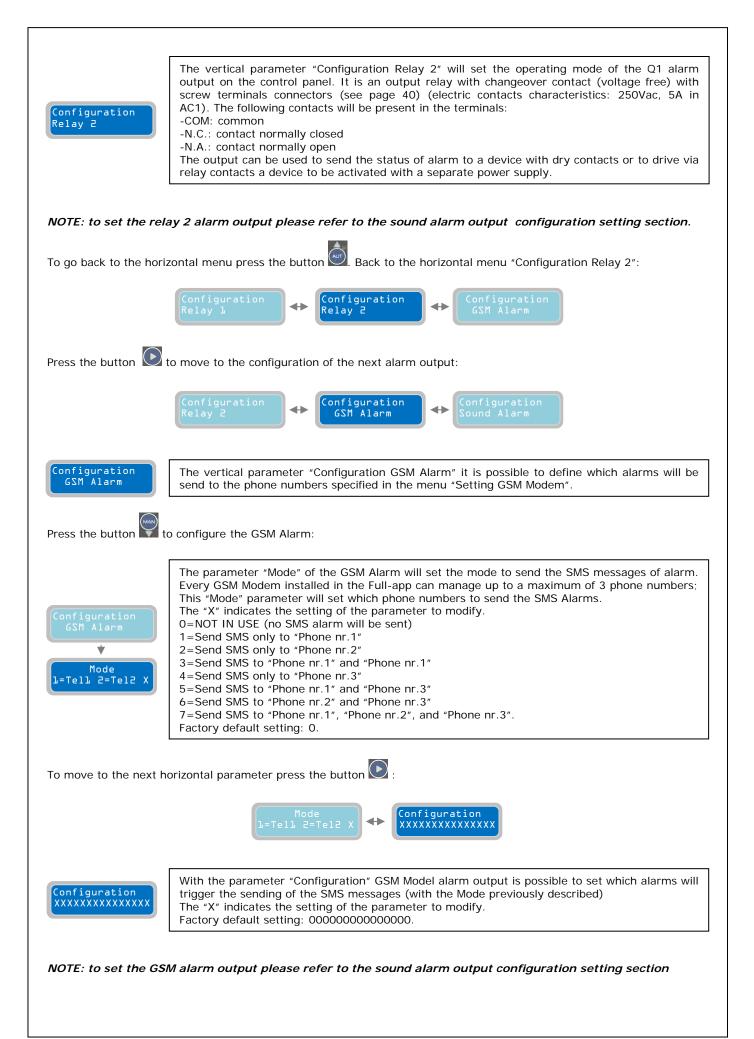
I

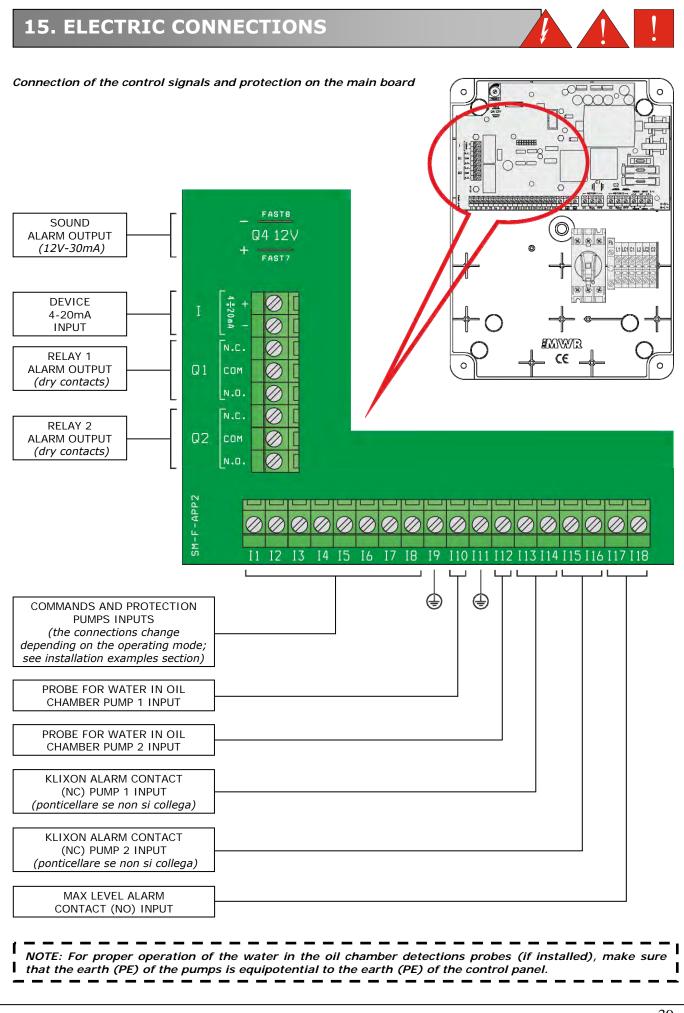
For example, the mask "100110000000000" will activate the following alarms: V Min, V Max, Min Level e Max Level.

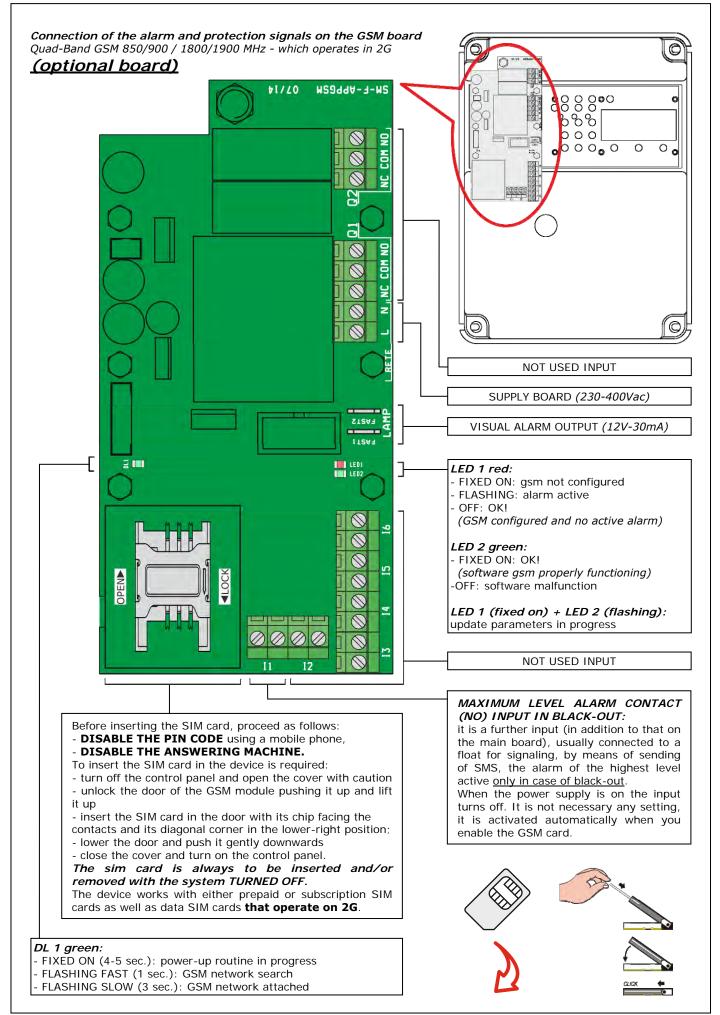
The FULL-APP<sup>2</sup> always shows to display each alarm detected, but it will activate the alarm output only if it's configured properly.

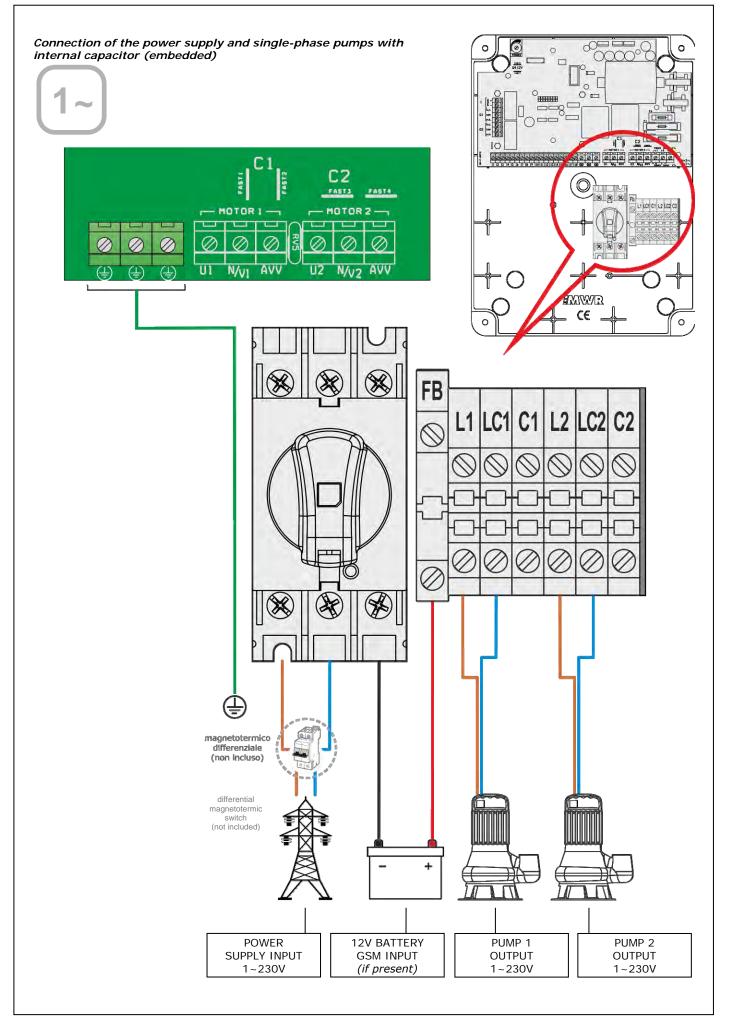
N.B.: The alarms "I Min, cos ø Min", "I max", "Service Request", "Max Starts per Minute/Hour", "Intervention Klixon", "Water in Oil Chamber" e "Max Continuous Operation", TO BE ACTIVATED, MUST BE ASSOCIATED TO AT LEAST ONE PUMP; THERE MUST BE ACTIVE AT LEAST ONE OF THE "ALARMS PUMP".

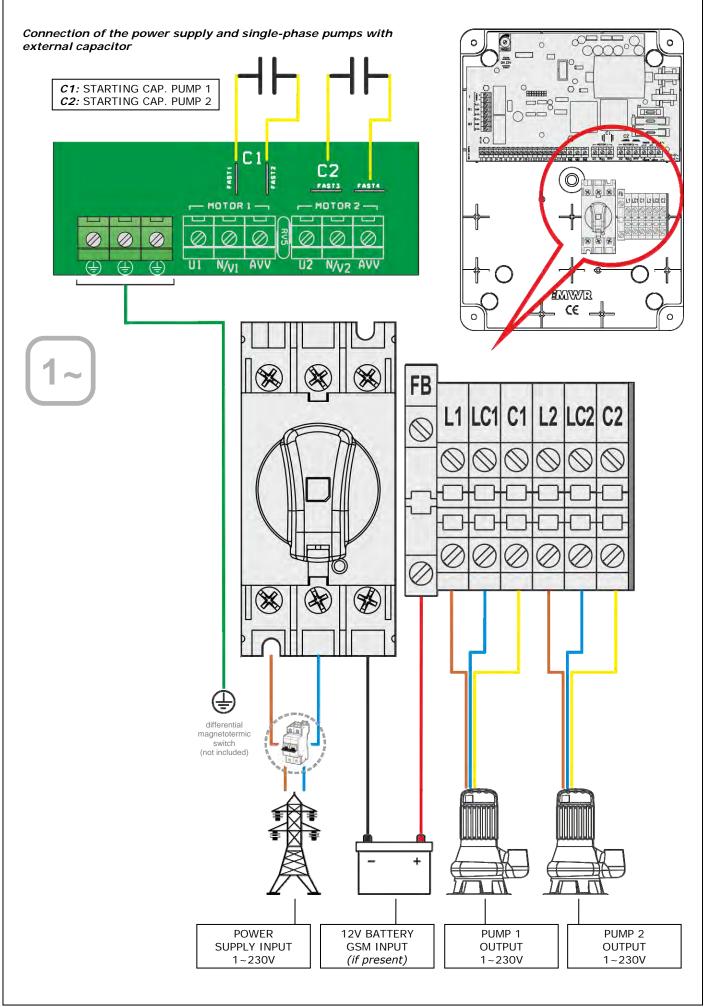


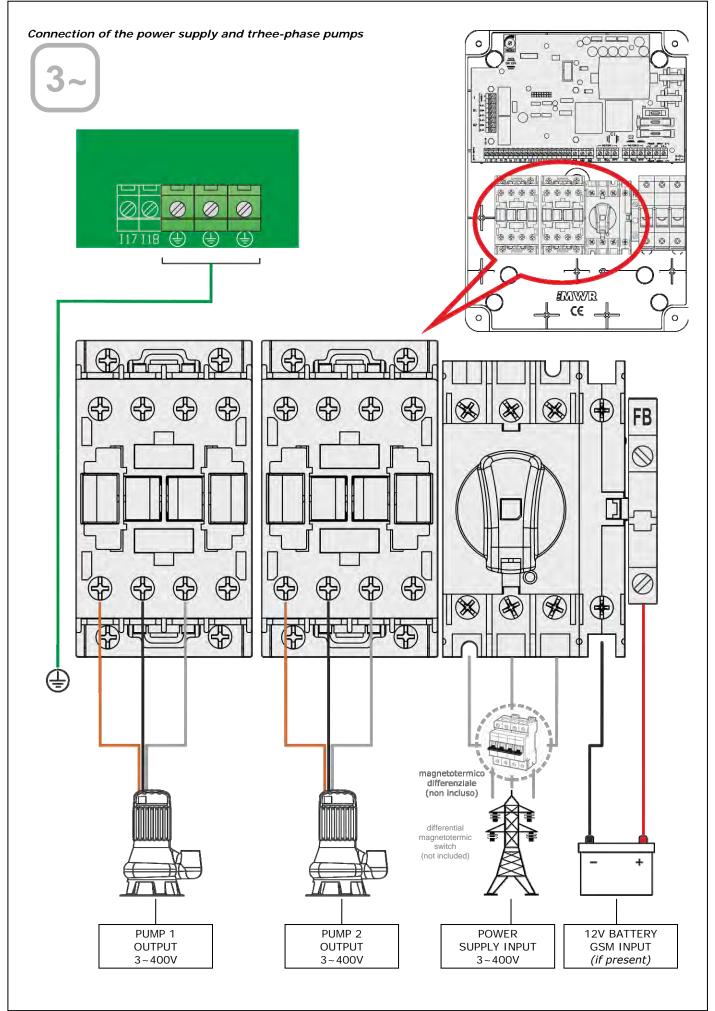






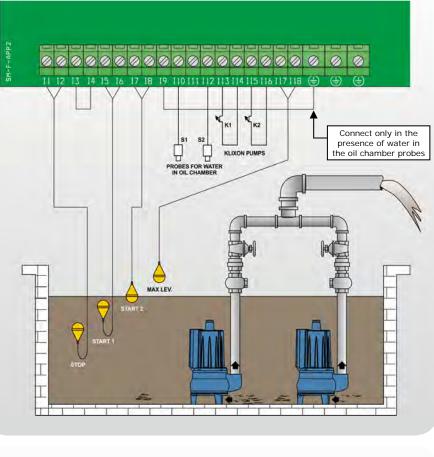




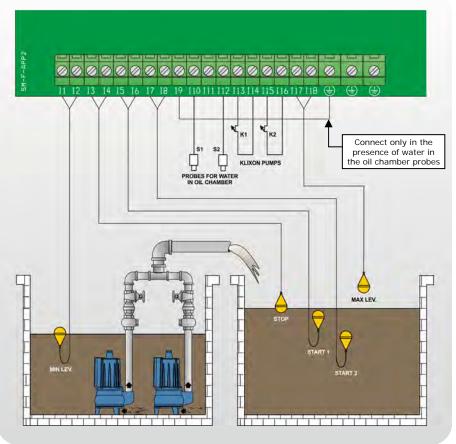


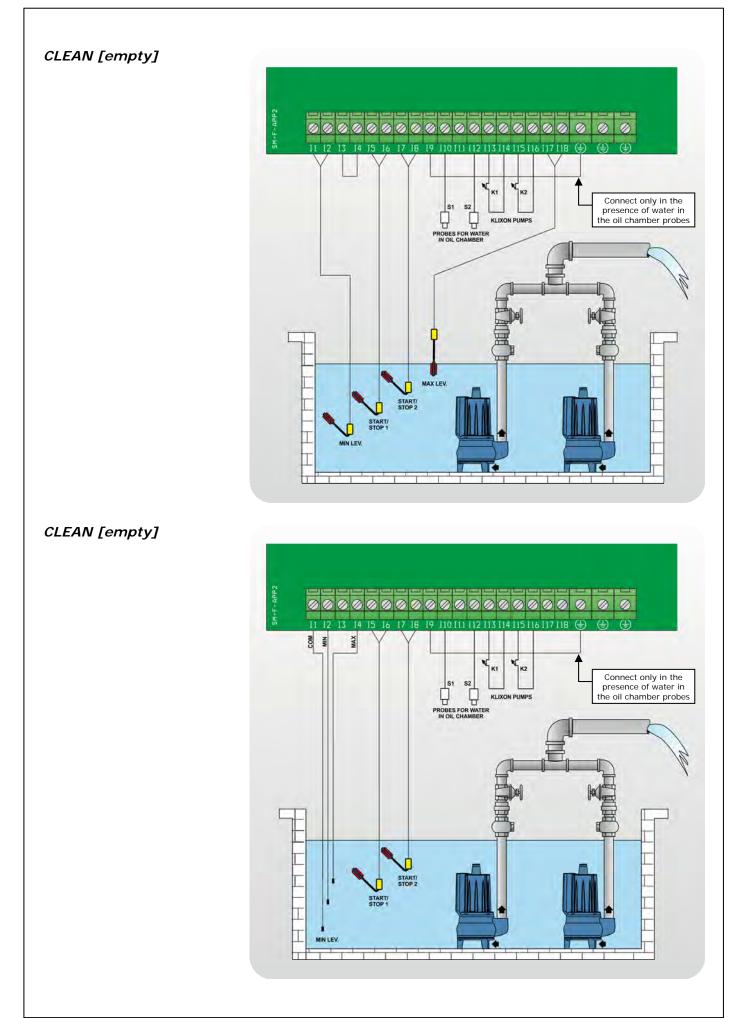
# **16. APPLICATION EXAMPLES**

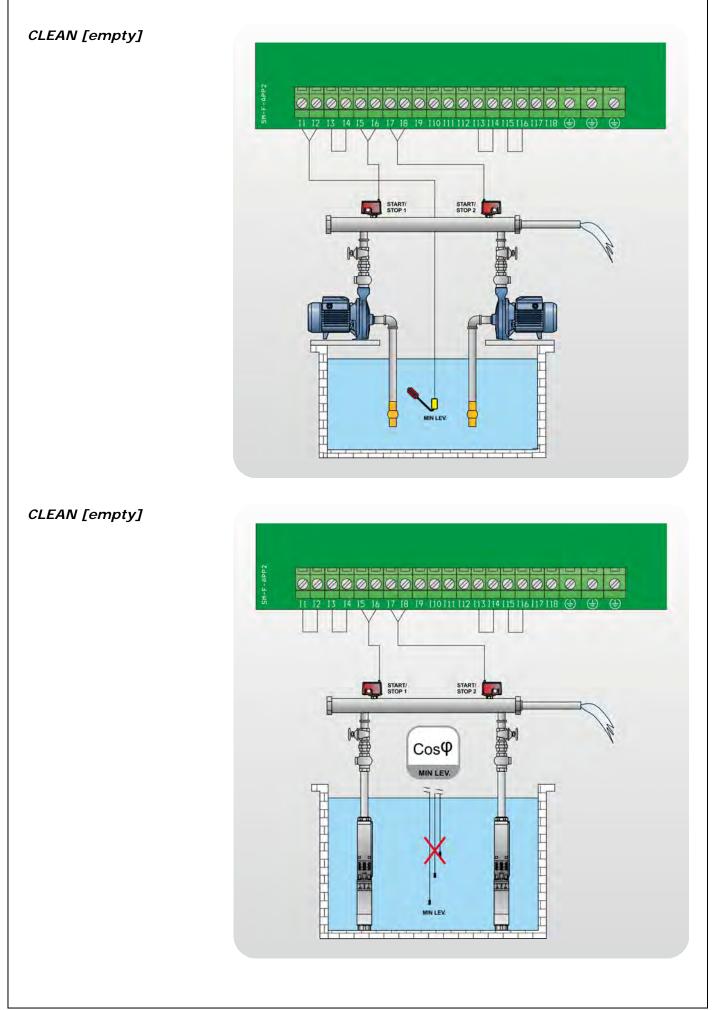
## DARK [empty]

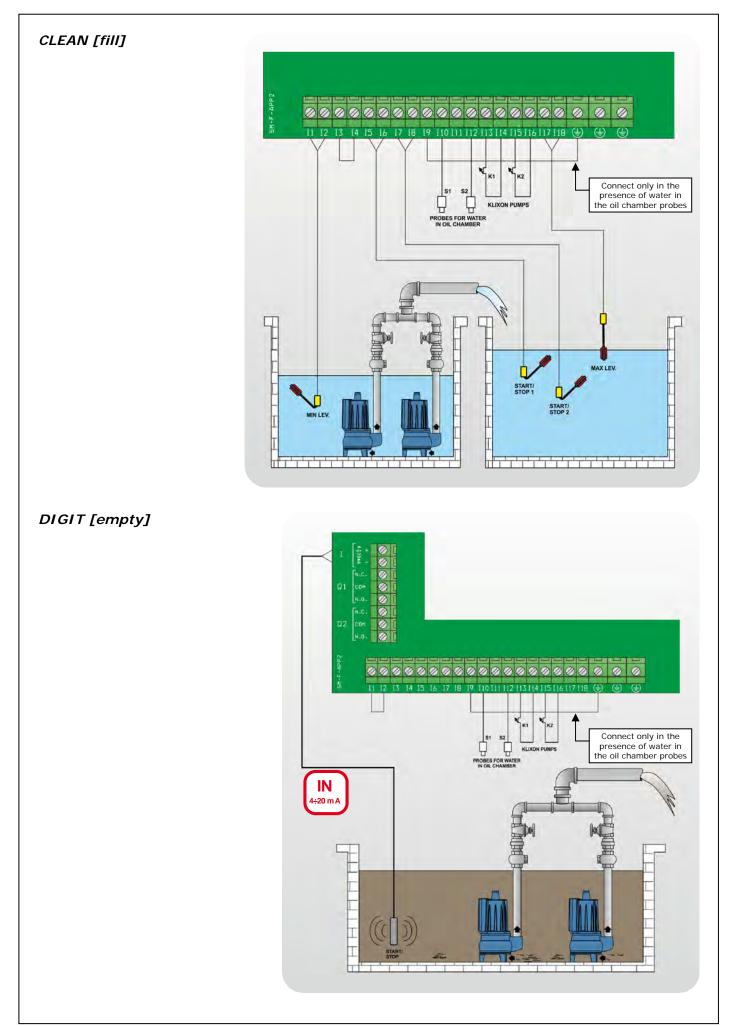


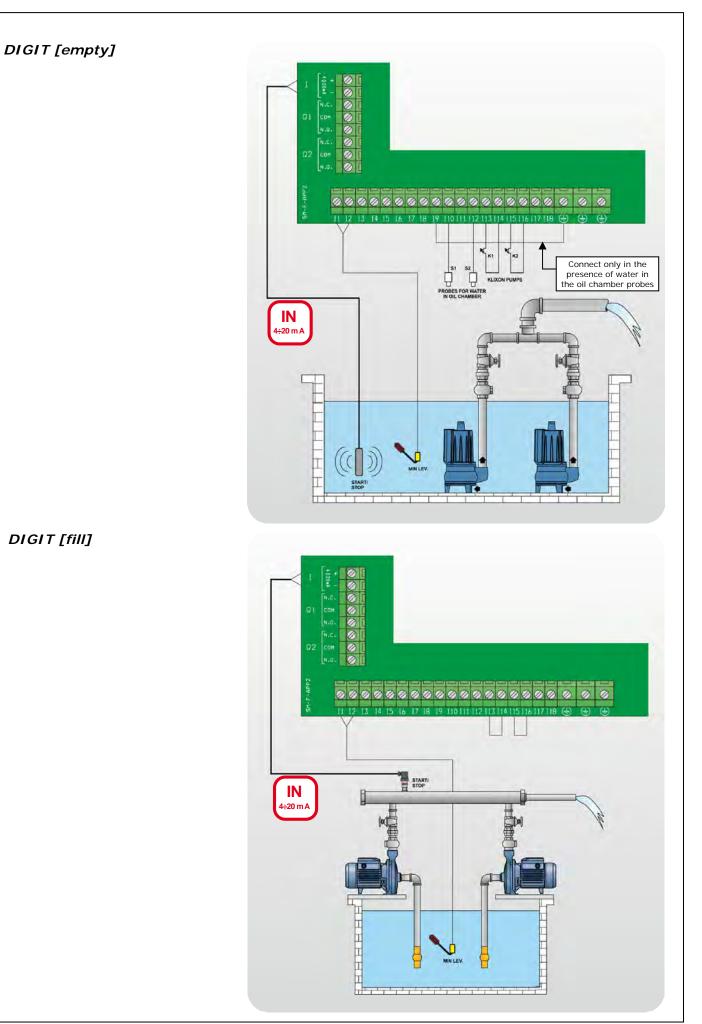
## DARK [fill]



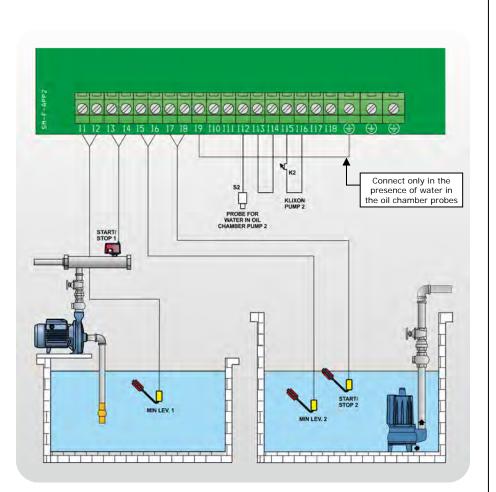






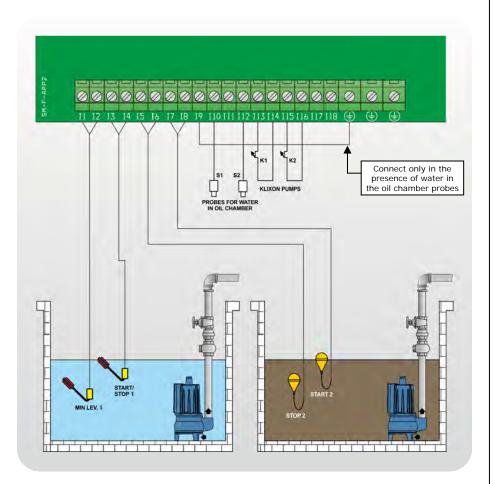


#### **MULTITANK** POMPA 1 - CLEAN [empty] POMPA 2 - CLEAN [empty]

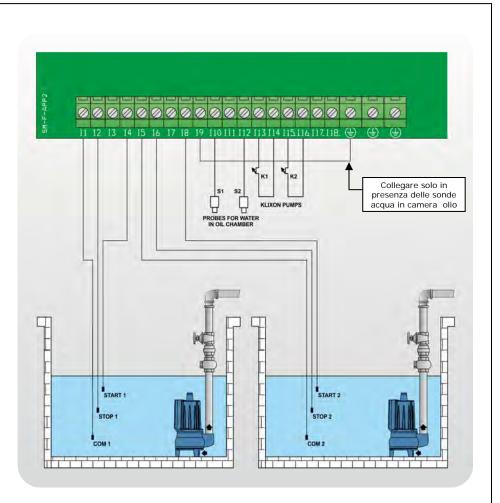


## MULTITANK

POMPA 1 - CLEAN [empty] POMPA 2 - DARK [empty]

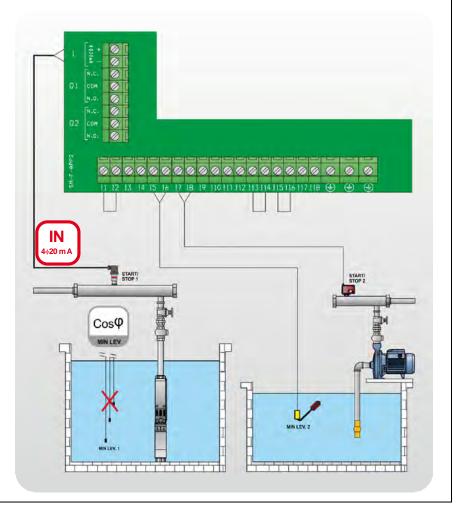


**MULTITANK** POMPA 1 - DARK [empty] POMPA 2 - DARK [empty]



MULTITANK

POMPA 1 - DIGIT [empty] POMPA 2 - CLEAN [empty]



## **17. STOP OF THE PUMPS**



Motor stop may occur in the following ways:

- In "manual" by releasing the MANUAL button (after the time set in parameter "Turn-Off MANUAL ");
- In "automatic" mode when there is no consensus from the control inputs or by pressing "0" button;
- In "automatic" mode by pressing the "STOP" button from Remote-App (if active);
- Turning the main interlock switch to "0" position.

## **18. MAINTENANCE**

FULL-APP<sup>2</sup> does not require any routine maintenance provided that their working limits are observed. Any maintenance operations must be performed by qualified and experienced personnel, in compliance with the safety regulations in force.

#### DANGER!

Make sure that the control panel is disconnected from the power supply before performing any maintenance operations.

## **19. WASTE DISPOSAL**

After the control panel has been installed and started, the customer must provide for the appropriate elimination/disposal of the waste materials according to the legislation locally in force. If the control panel or parts of it must be taken out of service and dismantled, follow local regulations regarding sorted waste disposal. Refer to the appropriate recycling centres.

CAUTION: Contamination of the environment with hazardous substances such as battery acid, fuel, oil, plastic, copper, etc., may cause serious damage to the environment and endanger people's health.

## **20. SPARE PARTS**

Always state the exact model identification number and construction number when requesting technical information or spare parts from our sales and service centre.

Use only original spare parts when replacing any faulty components.

The use of unsuitable spare parts can cause malfunctions, personal injury and damage to property.



## **21. CONFORMITY DECLARATION**



# CONFORMITY DECLARATION

# CE

The manufacturer:

FOURGROUP S.r.l. Via E. Fermi, 8 – 35020 Polverara (PD) – ITALY

DECLARES UNDER HIS OWN RESPONSIBILITY THAT THE MACHINE DESCRIBED BELOW:

## FULL-APP<sup>2</sup> -M , FULL-APP<sup>2</sup> -T

### ARE IN CONFORMITY WITH COMMUNITY DIRECTIVES REGARDING:

- European directive 2006/95/CE
- Electromagnetic compatibility directive 2004/108/CE

## AND AS APPLICABLE TO HARMONIZED STANDARDS:

- EN 61439-1
- EN 61439-2
- EN 60204-1
- EN 55014-1
- EN 55014-2
- EN 61000-3-2
- EN 61000-3-3

Moreover Mr. Grigoletto Walter, as the legal representative of the company, is the person authorized to compile the technical documentation file.

Polverara - Italy, 12/02/2015

#### Technical Manager (Grigoletto Per. Ind. Walter)

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## **22. GENERAL CONDITIONS OF SALE**

(M.COM.1.1 Rev.1 del 26/07/2012)

All sales entered into by Fourgroup S.r.I. (the Vendor) are to be governed exclusively by the following General Conditions of Sale. Any clause or condition drawn up by the Buyer shall become null and void if found to be in conflict with the following conditions.

#### 1. Quotes, orders and order confirmation

1.1. Estimates issued by Fourgroup S.r.I., including the description, technical features and prices of the goods shall not in any case be considered as a binding sales agreement, but rather a quote. The conditions set forth in said quote shall lose all validity and effect thirty days from the time they are transmitted to the Customer, unless Fourgroup S.r.I. receives an Order from the Customer in the meantime.

1.2. The Buyer's Order must include indication of the quantity and name of the products required. Unwritten orders (required by phone or verbally) have to be confirmed with a written reply by the buyer; otherwise Fourgroup doesn't take charge of any kind of mistakes about orders proceeding.

1.3. The mere sending of the Order by the Buyer shall imply that the Buyer has read and is familiar with all these General Conditions of Sale, which shall consequently be fully accepted unconditionally and without restriction by the Parties.

1.4. Buyer's Orders only become binding for the Fourgroup S.r.l. after the latter has sent an Order Confirmation to the Buyer. The Buyer will totally accept these General Condition of Sales, products quantity and prices, once two days have elapsed from the receiving of order confirmation even if the buyer doesn't send the same order confirmation stamped and countersigned to Fourgroup S.r.I.

1.5. Information provided in catalogues, schedules and price-lists is not binding for Fourgroup S.r.l., which reserves the right to make any modification whatever to its products and to prices thereof in view of which, the Fourgroup S.r.l. is to be considered bound only by such details as appear in the relative Order Confirmation.

1.6. Fourgroup S.r.I.'s catalogues have been drawn up with the utmost attention in order to ensure the accuracy of information, however, Fourgroup S.r.I. declines responsibility for any errors or omissions contained in the same, as the Parties are only bound by the contents of Orders, Order Confirmation and these General Conditions of Sale.

#### 2. Conclusion of the contract

2.1. The contract of sale shall only be considered as concluded with Fourgroup S.r.l.'s explicit acceptance thereof by means of the Order Confirmation issued by Fourgroup S.r.l..

#### 3. Prices

**3.1.** The contract prices are those set forth in the Order Confirmation, and are to be considered as being for merchandise made ready by Fourgroup S.r.I. "ex-works" (EXW), according to Incoterms (International Commerce Terms)

3.2. Any amendment to the contract requested by the Buyer after its conclusion shall be null and void unless accepted in writing by Fourgroup S.r.l., specifying new terms of delivery, prices and terms of payment where applicable.

#### 4. Delivery dates

4.1. The terms of delivery stated on the Order Confirmation are indicative, without prejudice to Fourgroup S.r.l.'s undertaking to observe the same as far as possible.

4.2. In any event, given the indicative nature of the terms of delivery, Fourgroup S.r.I. shall in no circumstances be held responsible for any direct or indirect damage to the Buyer on account of late delivery, unless shipment date has been guaranteed in a written way by Fourgroup SrI accepting an agreement with dayly penalty clauses in case of delay.

4.3. Fourgroup S.r.I. is entitled to postpone the delivery deadline or suspend the delivery of the contractual material, at its unchallengeable discretion: a) should the Buyer fail to observe the conditions of payment established or be late in fulfiling its contractual obligations (such as, by way of a nonlimiting example, the sending of advances, granting of guarantees, issue and presentation of credit instruments and other financial fulfilments) including those relating to previous relations with Fourgroup S.r.l.;

b) force majeure and like instances, such as, by way of a non-limiting example strikes, lock-outs or abstention from labour, epidemic, war, requisition, fire, flood, processing incidents and stoppages and/or delays in transportation, blackout or inadequacy of power supplies and any other event that cannot be attributed to Fourgroup S.r.l. or its suppliers;

c) failure on the part of the Buyer to provide Fourgroup S.r.l., in good time, with any information it has undertaken to provide and necessary for the supply and/or materials to be delivered.

d) when amendments are made to the Order, even with Fourgroup S.r.l.'s acceptance;

e) in the event of difficulties in procurement of raw materials.

In cases in which suspension of supplies or extension in delivery deadlines are due to causes that can be referred in any way to the Buyer (such as, by way of a non limiting example, those cases set forth in the previous paragraph under points a, c and d), Fourgroup S.r.I. shall be entitled to claim compensation from the Buyer for the damage suffered.

4.4 Delayed delivery shall not in any case entitle the Buyer to claim for compensation for damage

#### 5. Suspended or cancelled orders

5.1. In the event of the Buyer's suspending or cancelling an order, Fourgroup S.r.I. reserves the right to invoice the Buyer in respect of:

a) the cost, calculated pro-rata, of materials utilized and of work accomplished in filling the order thus far. The merchandise in this instance remaining at the Buyer's disposal;

b) increased expenditure ensuing to Fourgroup S.r.l. from the Buyer's failure to settle, in addition to 20% of the difference between the order sumtotal and the amount previously arrived at by the application of point a).

#### 6. Deliveries

6.1. Delivery is usually understood as ex-works (EXW) at Fourgroup S.r.l.'s premise.

6.2. Specifically, delivery may be said to have taken place, to all intents and purposes, with the sending of notice (which may simply take the form of an invoice) either to the effect that merchandise is available for collection by the Buyer, or to the effect that it has been handed over to the freight company.

6.3. Once notice has been received that the goods are ready, the Buyer must swiftly indicate the name of the freight company, when appointed by the same, which will collect the goods. The Buyer must also arrange insurance cover for transportation.

6.4. In case of the late collection of merchandise made ready by Fourgroup S.r.l. for any reason whatsoever not attributable to lack of goodwill on the part of Fourgroup S.r.I., the goods shall be considered delivered starting from the communication that the goods were ready for collection, with the following consequences:

a) Fourgroup S.r.I. shall be entitled to issue the relative invoice and claim fulfilment of the terms of payment established;

b) Fourgroup S.r.I. may package, transport or store the material at the Buyer's expense, without prejudice to its right to claim for any damage suffered, including the costs for warehousing, keeping and storage of the goods.

#### 7. Payment

7.1. Payments must be remitted to Fourgroup S.r.l.'s place of business, and made in accordance with such conditions as are agreed; any remittance made at location or in manner differing therefrom, may not be deemed valid and shall consequently not have a redeeming effect for the Buyer 7.2 In the event of late payment at the agreed deadlines, Fourgroup S.r.l. shall be entitled to charge penalty interest pursuant to Legislative Decree no. 231 of 9th October 2002.

7.3. Any claims or disputes give no right to the Buyer to suspend or delay the payment of invoices.
7.4. The issue of bills of exchange, IOUs, drafts, cheques or any other form of payment or guarantee shall not cause any amendment to the contract or any of the contract clauses (specifically, it shall not change the place of jurisdiction in the case of a dispute) and shall be exclusively considered as aimed at facilitating the definition of the relationship, without having any novation effect. 7.5. Advance payment to Fourgroup S.r.l. shall always be non-interest bearing

8. Freightforwarding

8.1. All transactions regarding transport, insurance, customs and excise, handling, and delivery are at the care, expense and risk of the Buyer, whose

responsibility it is both to check the merchandise upon arrival and to make any claim against the freight company by direct approach, even where merchandise has been dispatched carriage-paid.

**8.2.** In those cases where Fourgroup S.r.I.'s transport facilities are utilized for shipping merchandise, the latter is to be dispatched, ex-works at best, with the Buyer duly assuming total responsibility thereof.

#### 9. Claims

**9.1.** Any claim or contestation on the part of the Buyer with regard to merchandise supplied, must be forwarded in writing to Fourgroup S.r.l. within 8 working days of the date of delivery of the goods and sent to Fourgroup S.r.l.

9.2. In the event of claims for tampering with or shortage of goods, the Buyer shall promptly notify the freight company in writing at the time the goods are received.

#### 10. Warranty

**10.1.** Fourgroup S.r.l. guarantees the good operation of the standard Fourgroup S.r.l. products for 12 months from the date of their dispatch. This warranty period could be extended and become 18 months if the goods have stand in our retailer's warehouses.

**10.2.** The warranty is limited to repair or replacement of parts at Fourgroup S.r.l.'s unchallengeable discretion, forwarded carriage-paid to an address specified Fourgroup S.r.l., which show recognizable defects due to defective materials or manufacturing. The parts replaced remain property of Fourgroup S.r.l.

**10.3.** The warranty does not cover parts that are subject to natural wear or deterioration (such as, by way of a non-limiting example, seal rings, fuse, filters, warning light).

**10.4.** No other compensation of any kind is envisaged by the warranty, neither can there be any question of claims for damages of any kind, direct or indirect, (including by third parties), even in respect of temporarily suspended use of the merchandise purchased. Examination of such defects and the causes thereof is to be carried out at one of Fourgroup S.r.l.'s factories, by Fourgroup S.r.l.

10.5 Expenses relating to operations (such as, for example, labour, dismantling, reassembly, transport, board and lodgings) by Fourgroup S.r.l.'s personnel to outside locations for the purpose, are chargeable to the Buyer, even in case the right to repairs under warranty has been acknowledged. Fourgroup S.r.l. will be chargeable only for the costs of replaced parts and the time needed to replace them.
10.6. The warranty ceases to be effective for products stored, installed utilized or maintained in a negligent or improper mannner, i.e. not in

10.6. The warranty ceases to be effective for products stored, installed utilized or maintained in a negligent or improper mannner, i.e. not in accordance to Fourgroup S.r.l.'s instructions, or modified and/or repaired in any way whatsoever, or entirely or partially disassembled10.7. The warranty also excludes damages and/or defects and/or abnormalities deriving from external components (such as, by way of a non-limiting

example lightnings, atmospheric discharge etc.).

10.8. The warranty mentioned in article 10 replaces and excludes any other form of warranty, even legal.10.9. The Buyer's entitlement to the warranty mentioned in this article shall be null and void in the case of non-performance of even just one of the

**10.9.** The Buyer's entitlement to the warranty mentioned in this article shall be null and void in the case of non-performance of even just one of the contractual obligations assumed, specifically as regards the conditions of payment.

**10.10.** Any repairs under warranty and/or not under warranty are to be required in writing by the Buyer to Fourgroup SrI, writing the serial number of the product, defect claimed, mentioning purchasing document.

**10.11.** For replaced or repaired parts and for these alone, the warranty period recommences and void the same day of the expiry date of the warranty of the product or of electrical equipment.

#### 11. Liability

**11.1.** Should Fourgroup S.r.I. be liable for faulty products, the compensation shall not in any case exceed the purchase price of the same faulty products.

**11.2.** Fourgroup S.r.l. shall not in any case be liable for indirect damage such as, for example, loss of clientele, turnover, production, profit, image or any damage to the Buyer for any action taken against it by third parties.

11.3. Fourgroup S.r.I. shall not in any case be liable when product defects are due, by way of a non-limiting example, to:

a) improper, incorrect or excessive use;

b) improper, incorrect or inadequate maintenance

c) product use that is unusual or contrary to Fourgroup S.r.l.'s warnings or, in any case, different to its intended use;

d) use of product with non-original components;

e) improper conservation

#### 12. Applicable law, jurisdiction and place of jurisdiction

**12.1.** Any dispute concerning the stipulation, validity, interpretation, execution and termination of this agreement shall be governed by Italian Law and the court of Padova shall have sole jurisdiction, with the exclusive jurisdiction of the Italian judge, with the explicit exclusion of any other court.

#### 13. Proprietorship of goods. Indemnity

**13.1.** The property of the goods forming the subject of this sale is of Fourgroup S.r.l. and shall be transferred to the Buyer only upon full payment of the agreed price by the Buyer pursuant to articles 1523 f. of the Italian Civil Code.

**13.2.** Non-payment within the established terms of even just one instalment amounting to over one eighth of the sale price or non-payment of two instalments regardless of the sum of the same, according to the agreed terms, shall automatically invalidate the Buyers' acceleration clause, with Fourgroup S.r.I. consequently being entitled to full and immediate payment, in a single settlement of the full residual credit.

**13.3.** Furthermore, when preferred by Fourgroup S.r.l., it shall be entitled to terminate the agreement and consequently obtain immediate return of the material delivered, withhold as indemnity, all the installments paid and demand payment of the instalments expired and 3/5 (three fifths) of those yet to expire, without prejudice to compensation for further damage.

#### 14. Form of the agreement

14.1. This agreement represents the only negotiation instrument governing relations between the Parties.

14.2. Any agreements to derogate, amend and/or supplement these General Conditions of Sale shall be stipulated and proven in writing.

14.3. The Buyer hereby agrees to have received and carefully examined the technical documentation provided by Fourgroup S.r.I., drawn up in Italian and English, regarding the material acquired.

#### 15. Invalid clauses

**15.1.** The Parties hereby explicitly agree that the invalidity of one or more provisions of this agreement shall not affect the validity of the agreement as a whole.

#### The Buyer

Pursuant to article 1341, subsection 2 of the Italian Civil Code, the Parties hereby declare to have negotiated, carefully read and consequently to unconditionally approve the following clauses of these General Conditions of Sale:

1. exclusion of Fourgroup S.r.l.'s responsibility in the preparation of catalogues;

2. conclusion of the agreement;

3. exoneration from responsibility for late delivery; Fourgroup S.r.l.'s right to suspend delivery; Buyer's renunciation of termination of contract and damage compensation for delay in performance by Fourgroup S.r.l.;

- 4. solution for suspension or cancellation of orders;5. renunciation to suspend or delay payment; penalty clause;
- 6. term for complaints and expiry:
- 7. warranty: discipline and limitations;
- 8. applicable law, jurisdiction, and place of jurisdiction;
- 9. proprietorship and indemnity;

#### The Buyer

Please note that the above mentioned General Conditions of Sale can be consulted on and downloaded from our website www.fourgroup.it