

1. General

- 1.1 These general conditions are applicable together with the rear Special conditions of the contract agreed by the parties. In case of contradiction the special conditions will prevail.
- 1.2 This Contract of sales is governed by the United Nations Convention on the International Sales of Goods and, with respect to questions not covered by such Convention by the laws of Italy.

2. Characteristics of the Products – Modifications

- 2.1 The Seller may make any change to the Products which, without altering their essential features, appear to be necessary or suitable.

3. Time of delivery

- 3.1 Agreed delivery terms must be considered indicatives and allow a tolerance of 10 working days.
- 3.2 Within 10 working days of the agreed deadline, if the Seller expects that he will be unable to deliver the Products, he must inform the Buyer within the shortest delay, in writing, of such occurrence, stating, as far as possible, the estimated date of delivery. It is agreed that if a delay for which the Seller is responsible lasts more than 4 weeks, the Buyer will be entitled to terminate the Contract with reference to the Products the delivery of which is delayed, by giving a 10 days' notice, to be communicated in writing (also by telefax) to the Seller.
- 3.3 Any delay caused by force majeure or by acts or omissions of the Buyer (e.g. the lack of indications which are necessary for the supply of the Products), shall not be considered as a delay for which the Seller is responsible.
- 3.4 Except in case of fraud or gross negligence of the Seller, any claim for damages arising out of nondelivery of or delay in delivery is expressly excluded.

4. Delivery and shipment – Complaints

- 4.1 Except as otherwise agreed, the supply of the goods will be Ex Works, even if it is agreed that the Seller will take care, in whole or in part, of the shipment.
- 4.2 In any case, whatever the delivery term agreed between the parties, the risks will pass to the Buyer, at the latest, on delivery of the goods to the first carrier.
- 4.3 Any complaints relating to packing, quantity, number or exterior features of the Products (apparent defects), must be notified to the Seller, by registered letter with return receipt, within 10 days from receipt of the Products; failing such notification the Buyer's right to claim the above defects will be forfeited.. Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Seller, by registered letter with return receipt, within 10 days from discovery of the defects and in any case not later than 12 months from delivery; failing such notification the Buyer's right to claim the above defects will be forfeited. The notice must indicate precisely the defect and the Products to which it refers.
- 4.4 Furthermore, if the goods or respective packing are damaged or if some goods are lacking, the Buyer must make the necessary reservations towards the carrier, in conformity with the formalities required for the respective mode of transportation.
- 4.5 Any complaint of defects of the goods does not suspend the obligation to make the agreed payments.

5. Prices

- 5.1 Failure to pay the price for elapsed 10 days after agreed deadline determines the application of default interest at the ECB's reference rate plus 8 points, plus € 15.00 for the unpaid invoice management.
- 5.2 Unless otherwise agreed, prices are to be considered Ex Works, for Products packed according to the usages of the trade with respect to the agreed transport means. It is agreed that any other cost or charge shall be for the account of the Buyer.

6. Warranty for defects

- 6.1 The Supplier undertakes to remedy any non-conformity (defect) of the Products for which he is liable, occurring within twelve months from delivery of the Products to the Buyer, provided he has been notified timely about such defect according to Article 4.3. In such case the Supplier will, at his choice, either replace or repair the Products (or parts of the Products) which result to be defective.
- 6.2 The obligations undertaken by the Supplier under Article 6.1 (i.e. to replace or repair the Products in the cases and under the conditions stated therein) are in lieu of any other legal guarantee or liability provided by law. It is consequently agreed that, except in case of fraud or gross negligence of the Supplier, any other Supplier's liability (both contractual or extra-contractual) which may arise from the Products supplied and/or their resale (e.g. compensation of damages, loss of profit, etc.) is expressly excluded.
- 6.3 where Products' quality is contested under article 4.3, the buyer must return the goods FOB (Free on Board) upon written consent by the seller for repairs / replacements
- 6.4 The warranty for defects is only valid if the goods have not undergone any processing / modification / manipulation by the buyer.

7. Retention of title

- 7.1 It is agreed that the Products delivered remain the Seller's property until complete payment is received by the Manufacturer.

8. Force majeure

- 8.1 Either party shall have the right to suspend performance of his contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond his control, such as strikes, boycotts, lock-outs, fires, war (either declared or not), civil war, riots, revolutions, requisitions, embargo, energy blackouts, delay in delivery of components or raw materials.
- 8.2 The party wishing to make use of the present clause must promptly communicate in writing to the other part the occurrence and the end of such force majeure circumstances.
- 8.3 Should the suspension due to force majeure last more than six weeks, either party shall have the right to terminate this Contract of sale by a 10 days' written notice to the counterpart.
- 8.4 The late delivery due to force majeure shall not entitle the buyer to cancel orders or demand compensation for damages..

9. Dispute resolution

- 9.1 In the event of a cancellation order requests from the buyer will be charged the costs increased by 3%.

10. Applicable law

- 10.1 This agreement is governed by the laws of Italy. For anything not expressly provided for in this agreement, the provisions of the Italian Civil Code shall apply.
- 10.2 For convenience of the Parties, this Agreement shall be drawn up in two languages: Italian and English. In the event of a dispute, however, the only authentic text is the Italian one.

11. Jurisdiction

- 11.1 The competent law courts of the place where the Seller has his registered office shall have exclusive jurisdiction in any action arising out of or in connection with this contract (Tribunale di Busto Arsizio.)