



General terms of sale

Identif.: DC.03.01 rev.03	Date: 18/11/09	Signature:	Page: 1/3
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Introduction

These terms of sale must be known by all buyers. All sales, unless otherwise agreed, are subject to the following general conditions, which cancel any other printed or handwritten clause on the requests of offer, on the orders and in the buyer's correspondence.

All submitted orders are unconditionally approved and signed by the buyer under the following general conditions.

Offers

Our offers are always without obligation if not followed by a regular written order, unless otherwise explicitly specified, and subject to these general conditions of sale.

Orders implying penalties to our charge for any reason are not accepted.

The offers for which a validity is indicated are binding for us if we receive the buyer's approval within the fixed term.

Order confirmations

Each order is confirmed by writing on customer's request. The verbal orders are executed for all practical purposes after our written confirmation. Should the confirmation be different from the agreements and the orders, the lack of complaint on behalf of the customer within eight days from reception amounts to tacit acceptance. In any case, the text of the order confirmation prevails on the different contents of the offer and the order.

Delivery

The delivery of the goods is always free our factory, unless otherwise explicitly agreed. The indicated and approved delivery terms are always by way of information and we are not subject to compensation for any delays, of which the customer will be immediately informed. In any case, the delivery is subject to normal working conditions, unexpected circumstances and reasons beyond control: strikes, lock-outs, power failure, difficulties in the supply of materials etc.

Transports

Except for special agreements to the contrary, transport and carriage expenses and any other expense or tax imposed on the goods are to the charge of the purchaser. Failing the instructions of the customer, the forwarding will be carried out with such means as we deem convenient, without prejudice to us. We are in no case liable for an improper or no delivery on behalf of the rail, navigation companies, transport companies, carriers etc., being absolutely and explicitly understood that the goods, even if sold carriage free due to special agreements, or delivered to the customer's domicile, always travel at the purchaser's risk.

Packaging

The goods are supplied with or without packaging according to the rules, unless otherwise agreed. However, the packaging does not cause damages during transportation. It is invoiced at cost price and it cannot be returned.



General terms of sale

Identif.: DC.03.01 rev.03	Date: 18/11/09	Signature:	Page: 2/3
----------------------------------	-----------------------	-------------------	------------------

Prices

The prices indicated in our offers are fixed and stable only for the period of validity of the offers, unless otherwise explicitly agreed between the parties. We can vary them (within ten days from the order date, with a thirty days' notice on the delivery date) if our costs increase, except for the right of the customer to cancel the order.

Terms of payment

The payments, as indicated in the offer, are valid only if carried out directly at our domicile; whatever the method of payment may be, the transaction is at the client's risk.

In case of delayed payment, the purchaser undertakes to pay the overdue interests. Moreover, the non payment or delayed payment of the invoices entitles us, except for any other action, to claim the advance payment of the remaining supplies or to consider the contract interrupted or cancelled and to interrupt or cancel the execution of any other contracts in progress, without the customer being entitled to any compensation or reservation in this regard.

Tolerances

We ensure the observance of tolerances on finished products as well as on single elements forming them, as indicated in the drawings supplied or accepted by the customer.

We shall not be liable for bad operation or breakage of our products due to wrong dimensions and or tolerances indicated in the drawings and observed by us.

Guarantee

Our products are guaranteed for *24 (twenty-four) months* from their delivery date to the customer providing that, *18 (eighteen) months from their first working*, according to our technical analysis, the defects are not due to tampering, negligence, wrong utilisation, impurities in the used liquid. The guarantee is strictly limited to the repair or replacement of the products.

Therefore, the customer has no right to claim for direct or indirect damages of any nature in any case.

Complaints

Any complaints concerning the supplies must be made within 8 (eight) days from receipt of the goods, after which they will not be accepted.

Should the claim be timely and substantiated following the ascertainment of the our technicians, we are liable for the repair, if possible, or prompt replacement of the goods, in the same place of delivery of the previous supply, subject to the return of the latter.

The customer is not entitled to request the cancellation of the contract or price reduction nor the compensation for damages or the refund of expenses incurred for any reason.

The complaints do not entitle the customer to interrupt the payment of the invoice concerning the refuted goods.



General terms of sale

Identif.: DC.03.01 rev.03

Date: 18/11/09

Signature:

Page: 3/3

Quality level

Our standard quality level ensures the customer the possibility to request declarations of conformity and/or certificates related to raw materials, commercial components, thermal or surface treatments necessary for manufacturing the product, which we request from the supplier, checked and filed at our premises.

The controls on intermediate goods under production according to drawing are carried out and documented with endorsement on the production card.

The controls and tests indicated on the product card, which indicates the specifications required by the customer, are carried out on the finished product.

The finished product is identified by affixing a stamp with the company logo and a reference number containing the order date.

As for traceability, the standard quality level ensures the determination of the assembly card of the finished product, by tracing it from the affixed reference number. In this way it is possible to obtain the information contained in it.

On request, a special quality level can be supplied.

Jurisdiction

The Court of Reggio Emilia, explicitly approved by the customer, shall be competent for any dispute concerning the application, interpretation, execution of this contract.

FOR APPROVAL:

Date:

Stamp and signature:
