



## SALES CONDITIONS

All supplies effected by ItalgrouP S.r.l. are governed exclusively by the following general terms of sale that are made known to operators also by including them in the catalogues of the goods produced. Any clause or condition that may be established by the buyer is null if in contrast with the following terms and if not expressly undersigned by ourselves. For anything not expressly envisaged, current Italian law shall hold, also for goods sold abroad.

### QUOTATIONS:

Quotations are not binding. A quotation is considered accepted only upon our written confirmation of the order, after fully clarifying all the technical and commercial details. The information given in our catalogues, brochures and price lists is not binding. Therefore, we reserve the right to make any modification, which we believe to be an improvement, to our products and to the relevant price lists.

### ORDERS:

The contract of sale is understood to be binding for both parties as of the date of issue of our order confirmation. The supply comprises exclusively the products and services specified in our order confirmation to our general terms of sale.

### PRICES:

The contract prices are the ones given on the Order Confirmation. The prices are understood to be for goods delivered Ex Works, excluding packing and all other costs, unless agreed otherwise. ItalgrouP S.r.l. reserves the right to alter prices at the time of delivery in the event of significant variations in the cost of labour and/or raw materials.

### LEAD TIMES:

The lead times given on the Order Confirmation are merely an indication and are observed as far as possible, with the exclusion of all possible claims for compensation by the Customer for any delays. ItalgrouP S.r.l. is anyhow entirely freed from all commitments concerning lead times in the following cases: a) When the Buyer fails to observe the agreed terms of payment. b) In cases of force majeure or events such as: lockouts, strikes or anyhow abstention from work, epidemics, war, confiscation, fire, flooding, manufacturing accidents, suspension or delay in transportation. c) When the buyer fails to provide, in good time, all the data necessary to effect the supply and/or the materials to be supplied to the Seller.

### DELIVERIES:

Delivery is understood to be made to all intents and purposes with the verbal or written communication that the goods are at the buyer's disposal for collection, or at the time of delivery to the carrier. After delivery has been made, all risks concerning the material sold are taken on by the buyer. Shipment is always made at the buyer's risk and cost with the means we consider the most appropriate, if no particular instructions have been provided. Loss, delay and damage to material as a consequence of shipment cannot be attributed to ItalgrouP S.r.l.. In the case of shipment by our vehicles, this is understood to be made with carriage forward at best and under the buyer's full responsibility. In the event of delay in collecting the goods, anyhow ready, for any reason beyond our control, after eight days of the communication of the goods being ready ItalgrouP S.r.l. may have the packing, shipment or storage of the goods made at the Buyer's expense and issue an invoice for the sale of the material.

### PAYMENTS:

Payments must be made at the domicile of ItalgrouP S.r.l. and according to the agreed Terms. In the event of a late payment, ItalgrouP S.r.l. will have every right to charge "arrears" at the rate of 4% over the "prime rate". Any late or non-payment authorizes ItalgrouP S.r.l. to suspend delivery of any other material immediately, as well as cancel any orders without the Buyer being owed any rights for whatever reason. No complaint or claim gives the Buyer any right to suspend payments. Any payments made in advance never bear interest.

### PACKING:

If there are no particular instructions, we prepare the packing, where necessary, in the best way and anyhow always at the Buyer's expense, with no responsibility on our part.



#### COMPLAINTS:

Any complaints or claims made by the buyer on the finished product must be notified to the seller in writing within 8 days of the date of receiving the goods.

#### WARRANTY:

ItalgrouP S.r.l. guarantees the products sold for one year from the date of delivery, considering use of two daily work-shifts. (16 hours/day) except otherwise agreed. Warranty is limited to repair or replacement, free at our plant, of defective parts due to an ascertained defect of material or manufacture. The parts replaced remain our property. All other compensation is excluded, nor can any direct and/or indirect damage be claimed of any nature, also for the temporary lack of use of the goods purchased. Warranty is excluded for materials and parts subject to natural wear or deterioration (for example, oil seals or lubricants leakages caused by normal wear). Warranty is forfeit for products not used in conformity with our instructions or that are anyhow modified, repaired or even partially dismantled, or stored, installed, maintained or lubricated not in a proper way. The warranty is also excluded for damages, defects or malfunctions caused by external components (such as, for example, couplings, sprockets, pulleys, motors not produced by ItalgrouP S.r.l., etc..) or by incorrect installation of them. Verifying the compatibility of applications and correct mechanical couplings and hydraulic and electrical connections with the specifications of ItalgrouP S.r.l. products, as indicated in the manufacturer's catalogues, is solely to the concern and responsibility of the buyer.

#### LIABILITY FOR DAMAGE:

The liability of ItalgrouP S.r.l. is strictly limited to the above-stated obligations and it is therefore clearly agreed that we take on no responsibility for any damage deriving from accidents of any nature that may occur during use of the products sold, whether they be considered defective or otherwise, also in cases of the choice of application being recommended by personnel of the ItalgrouP S.r.l. Sales Organization. When applying our products the user is in any case obliged, under his own exclusive responsibility, to proceed with the utmost prudence and make provision for safety devices in conformity with the applicable directives, standards and technical regulations, and anyhow adequately to limit damage to persons and/or property deriving from their possible defectiveness.

#### PLACE OF FULFILLMENT AND JURISDICTION:

The place of fulfillment for both parties is the Supplier's offices. The jurisdiction for any dispute deriving directly or indirectly from the contract - also in the case of lawsuits for bills or failure to pay cheques - is therefore for the Judiciary Authority of MODENA where the Seller has its offices. Relations between the parties are governed solely by Italian law and the UN right of sale (Vienna Convention) is not applied.

#### TRANSFER OF TITLE:

In accordance with Art. 1523-1524 of the Italian Civil Code, transfer of title of the goods subject of sale will only take place after payment in full of the agreed price. The buyer is therefore obliged to conserve the subject of the supply conscientiously until his debt is extinguished. Clauses to be specifically approved: 1) quotes; 2) orders; 3) prices; 4) lead times; 5) deliveries; 6) payments; 7) packing; 8) complaints; 9) warranty; 10) liability for damage; 11) place of fulfillment and jurisdiction; 12) transfer of title.