



1.APPLICATION

- 1.1 The seller and the buyer agree that the sale of goods produced or marketed by the seller shall be subject exclusively to the discipline provided by the following general sales terms, concerning this Confirmation of Sale.
- 1.2 Neither of the parties may invoke a discipline, clauses, derogatory terms, or other unless they have been expressly accepted in writing by the parties themselves.
- 1.3 The date of termination of the sales contract is that on which the seller sends the Confirmation of Sale, the place is that of the seller's head office.

2.QUANTITY

- 2.1 The quantities are those indicated by the seller in the Confirmation of Sale.
- 2.2 The date indicated by the seller in the Confirmation of Sale for the collection of the goods, as far as the buyer's obligations are concerned, is intended as the final deadline. Therefore the buyer may not claim the quantities of the goods declared ready and not collected by the agreed deadline.
- 2.3 In case of non-collection of the goods by the deadline, the seller reserves the faculty, after three days from the agreed collection date, to deliver the sold quantities to the buyer at the buyer's expense, or to request the reimbursement of the expenses incurred in its regard, conventionally agreed upon as a sum equal to 20% of the contractual price, except for the right of compensation for the greater damage resulting from the cancellation of the contract.

3.QUALITY AND CHARACTERISTICS OF THE PRODUCTS

- 3.1 The products shall be those generally indicated in the seller's catalogues or described by it in the Confirmation of Sale.

4.PRICES

- 4.1 the prices are indicated by the seller in the Confirmation of Sale.

5.PAYMENTS - CANCELLATION - DEFAULT

- 5.1 Payments must be made by the buyer to the seller's address within the deadline and according to the procedures agreed upon in the Confirmation of Sale.
- 5.2 The payment of the goods may not be suspended or delayed for exceptions of any kind by the buyer. In particular, the buyer may not, in payment of the sums due for goods supplied by the seller, present its credits deriving from this confirmation of sale or in any case from any other contractual relationship between the parties, even if not functionally connected, renouncing in any case the possibility of making use of the default exception of Art. 1460 of the Civil Code.
- 5.3 In the case in which the buyer finds itself in serious difficulty in paying, the seller shall have the right to consider the benefit of the payment deadline agreed upon in the Confirmation of Sale forfeited by the buyer, to render every invoice issued immediately due for payment, and to suspend every following supply, even if concerning a different Confirmation of Sale.
- 5.4 In the case of partial or total non-payment of a supply, even if it is the object of contestation, the seller shall have the right to suspend every other subsequent delivery, even if regarding a different Confirmation of Sale, and render any other invoices issued immediately due for payment, even regarding bills already in circulation, with a request for payment in cash, and to consider the contract(s) cancelled due to the buyer's fault, in conformity with Art. 1456 of the Civil Code.
- 5.5 In the case of delayed payment, the buyer will owe the seller, without the need for declaration of arrearage, the overdue interest for the amount of 6 points over the bank rate, for the period which goes from the deadline of the invoice to the actual payment in full.

6.DELIVERY

- 6.1 The terms of preparation and delivery are those indicated in the Confirmation of Sale, except for delays due to causes of force majeure. Any delay may not in any case give rise to compensation for damages.
- 6.2 The delivery of the product may also take place by means of successive partial deliveries.

7.COMPLAINTS

- 7.1 Any objections by the buyer concerning a single delivery will not affect the contract with respect to the subsequent deliveries.
- 7.2 Quantity – any irregularities or damage to the goods must be reported by the buyer at the moment of receipt, under penalty of losing the right to do so, by inserting the relevant complaint in the delivery note to be returned to the seller, or by notifying the seller within 8 days of receipt by means of registered letter with return receipt.
- 7.3 Quality – All defects or lack of quality of the goods must be notified to the seller within 8 days of the discovery of the defect. In any case the seller will not accept complaints of any kind which are presented more than one month after the delivery date.
- 7.4 The complaints will not be valid if they are not presented in writing by means of registered letter with return receipt and circumstantiated in such a way as to permit the seller to perform a prompt and thorough verification. Any later or apparent defect of the products sold, as well as their differing from the order specifications, will give the buyer the sole right to request their replacement with the absolute exclusion of any responsibility for direct or indirect damages.

8.CAUSES OF FORCE MAJEURE

- 8.1 In the case of fire, machinery breakdown, interruption in the supply of electricity, fuels or raw materials, epidemics, wars, transportation blocks, acts by the public authorities, labor disputes and strikes even within the company, or in the case of facts independent of the will of the seller which - escaping in any case the seller's control even temporarily - prevent or limit the normal course of the production or sale, the seller has the faculty to reduce the quantity of the goods sold, to extend the shipment or delivery time, or to recede from the sale in its current state without the buyer having the right to refuse the delivery of the goods and/or to advance claims to remuneration of any kind or to compensation for damages.
- 8.2 Nevertheless, in the case the contract cannot be performed, due to force majeure, within a limit of 60 days beyond the agreed deadline, each party has the faculty to recede from the contract, giving up all compensation, either for damages or for any other indemnity.

9.GUARANTEE

- 9.1 The seller guarantees its products for a period of one year from the date of purchase. Within this date, the seller will supply spare parts free of charge, for the items which presents manufacture or material defects, or to do the repairing by the buyer's. The guarantee will not be acknowledged in case of wrong use or lack of maintenance. Transport and packing costs of products or of spare parts concerning the present guarantee are at the buyer's expense. The guarantee will be considered decayed in the case that the motor turns out to be tampered.

10.APPROPRIATE COURT

- 10.1 In the event of any dispute concerning this contract, the court of Vicenza has exclusive jurisdiction, and the buyer renounce any other court's jurisdiction.