

**TERMS AND CONDITIONS OF SALE****1. Delivery terms**

The delivery of the equipment is foreseen in the offer; this term is to be considered approximate and any delays in the execution of the order will not constitute a non-fulfilment by the selling Company. The lead time will be extended by a period equal to that of the duration of the impediment, in the event of causes not dependent on the will of the parties, such as strikes of any nature, fires, floods, lack of horse-power, lack or shortage of raw materials, breakdowns and unforeseen events occurred at the production plant of the selling Company and / or its suppliers, and other impediments that make delivery temporarily impossible or excessively burdensome. In no case, due to the occurrence of the circumstances provided for in this article, the purchasing company may demand any compensation or reimbursement of any kind.

**2. Warranty**

The selling Company guarantees that the equipment corresponds to the agreed quality and type and that it is free from defects that could make it unsuitable for its intended use. The selling Company does not guarantee any particular use of the equipment if this has not been previously and expressly agreed in writing. All the equipment supplied is rigorously checked before shipment. The warranty for new equipment has a duration of **12 months** from the delivery date and is subject to the regular notification made by the purchasing company, under penalty of forfeiture, within 15 days from delivery for claims relating to clear technicality or non-conformities, or from the discovery for complaints related to hidden defects or non-conformities. Complaints must be made in writing and must detail the defects or non-conformities notified. For any used items, the warranty has the duration indicated by the selling Company in the Special Conditions on the offer itself.

The warranty for defects does not apply if the purchasing company does not prove to have carried out a correct use, maintenance and conservation of the equipment and has not modified or repaired it without the consent of the selling Company. Defects caused by normal use of components or damage caused by accidents, theft, fire and/or other natural disasters are excluded from the warranty.

The return for warranty for any kind of work is always Ex Works Brescia (Incoterms 2010). Following a regular complaint by the buyer pursuant to this article, the selling Company, within a reasonable time, having regard to the extent of the dispute, may (at its sole and discretionary choice): (i) repair the defective equipment, or (ii) replace it with another one that complies with the agreement.

This warranty replaces the legal guarantees for defects and compliance and excludes any other possible liability of the selling Company, in any case, originating from the equipment supplied; in particular, the purchasing company can make no claim for damages, price reduction or contract termination. After the warranty period has expired, no claim can be made against the selling Company.

In no case, the selling Company will be liable for indirect or consequential damages, production losses or lost profits.

**3. Return of material**

The goods are normally considered EX Works Brescia (Incoterms 2010).

However, even in cases where the return is specifically changed to FCA (Incoterms 2010), all responsibility of the selling Company is considered concluded with the delivery of the goods to the forwarding agent (or in any case to the third party in charge of transport). After this, all responsibility for any damage, loss or other, occurring during transport, is to be borne by the purchasing company. The goods travel free of transport insurance. If the purchasing company intends to insure them, it must do so at its own expense.

**4. Payment**

The selling Company has the right, accruing from the expiry of the payment, without the need for formal notice, to demand the interest on arrears pursuant to Italian Legislative Decree n.231/2002.

**5. Retention of title - Transfer of risks**

In the event that payment is to be made - in whole or in part - after delivery, the equipment delivered remains the property of the selling Company until full payment of the price. The risks relating to the supply pass to the purchasing company at the time the equipment leaves the factory of the selling Company. The purchasing

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company is in no case released from the obligation to pay the price when the deterioration or damage to the equipment occurs after the passage of risks.

**6. Dispute**

For any dispute concerning or in any case related to the contracts to which the present conditions apply, the Brescia Court is the exclusively competent one; however, the selling Company will have the power to act in the court of the purchasing company.

These General Sales Conditions are an integral part of our offer. Purchasing companies are kindly requested to include such clauses in their written order or to send a copy of the present conditions duly signed for acceptance, according to the form below.

This equipment is intended exclusively for civil purposes. It must not be used for military purposes. It should therefore not be used for the design, development, production of nuclear, chemical or biological weapons. Furthermore, it must not be integrated into any type of weapon. This equipment includes Software programs protected by International Copyright; the duplication is prohibited.

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