

## **TERMS OF SALE**

The supply includes only what has been clearly and specifically indicated. The supply can be suspended at any moment because of changes in the client's balance of assets and liabilities pursuant to article 1461 of the Italian Civil Code. The carrying out of the supply remains subject to the availability of materials and manpower.

### **> ORDERS**

Purchase orders are valid only upon our approval, which can be given either tacitly by the dispatching of the order or explicitly through written confirmation. The offer of goods for ready shipment or delivery is to be always understood as including the clause "as far as on time and subject to prior sale". Orders are always dispatched in standard PACKAGES or their multiples, regardless of the quantity ordered; if the client requires packages containing quantities other than standard, these will be provided, but without any discount on quantity applying, and possibly subject to a handling surcharge. In the case of a failure to collect the order, we shall retain the faculty to request the execution of the contract or its cancellation: In the latter case, the client shall be bound to pay 20% of the amount due as a penalty. The minimum amount for a supply is € 160.00 VAT excluded; in the case of lesser amounts the payment shall take place in cash upon delivery, including any related surcharge.

### **> PRICES**

The prices are those specifically indicated in this contract. The prices given in our price list have the same validity as the price list itself. The period of validity of the prices quoted in our verbal or written offers cannot exceed 30 calendar days, unless a shorter period has been specified upon making the offer. Stated prices may however undergo changes without warning due to variations in the cost of raw materials, manufacturing costs or labour costs in regard to the products we manufacture, or depending on sudden changes in our purchasing costs or in the currency exchange rates regarding those products we distribute and/or import. Packages are invoiced at the net cost, unless otherwise agreed, and no returns will be accepted. Prices do not include: VAT, customs and any other duties.

### **> PAYMENT CONDITIONS**

Supply payments have to be made in the specified form to our registered address in Castiglione d'Adda and the transfer of the due amount remains at the risk of the client, regardless of the chosen method of transfer. Commercial interest shall be applied to any due amount unpaid within the agreed terms. Any dispute shall not entitle any of the parts to suspend or amend the agreed terms of payment.

### **> RETENTION OF TITLE CLAUSE**

All our materials are sold with a title retention agreement. Therefore, materials remain our property until all invoices are paid in full pursuant to article 1523 of the Italian Civil Code.

### **> DELIVERY**

The terms of delivery are not mandatory and shall therefore be understood as approximate; any delays in the delivery do not give rise to the right of cancellation, or to any compensation not previously agreed upon in writing. The delivery date is that indicated on the related shipment notice. The shipment period is counted in working days and begins on the day on which all details of the contract have been agreed upon and shall not begin before the receipt of the sum to be paid on order, if agreed. This period is to be understood as rightfully extended in the case of the client not fulfilling on time his contractual obligations, and in particular:

- if the client does not timely supply all the data needed for the supply and does not give the timely

approval to the drawings and working schemes, if required;

- if the client requires changes during the carrying out of the order;
- if the client does not supply the necessary materials on time;
- if the carrying out of the order is hindered or impeded by causes which go beyond our control, including attested delays on the part of sub-suppliers;
- if the delay in the delivery is due to force majeure events.

All goods travel at the client's risk, even in the case of delivery free at destination, and are sold ex-works at our facilities in Castiglione d'Adda.

#### **> SHIPMENT**

All goods travel at the client's risk, any liability on our part being excluded even in the case of delivery free at destination or destination station. The client is responsible for verifying the conditions of the packages before collecting them, expressing the appropriate reservations to the person in charge regarding any possible differences in weight or any damage observed.

Possible insurance coverage shall be at the expense of the client and shall be requested explicitly upon placing the order. If the client fails to specify the desired shipment methods, we shall act on our own initiative in the client's best interest, however, without any responsibilities for the rates applied and the selected shipment method.

#### **> PENALTIES FOR DELAYS IN THE DELIVERY**

Possible delays in the delivery do not entitle the client to be paid any penalty, unless explicitly agreed in the contract.

The client shall not be entitled to be paid any penalty:

- if the goods have been replaced by us with other goods on loan;
- if it has not been proved that the delay in the delivery has caused any damage to the client;
- if the client is not ready to receive the goods;
- if the works for which the client is responsible have not been timely carried out, the day from which the client intends to apply the penalty shall be notified to us by certified mail, without retroactive applicability from the date of the delivery of the relative notice.

#### **> TESTING**

All our products are tested at our facilities before delivery. The client can request the testing to take place at the final destination; this test shall be carried out by one of our technicians and in this case the client shall reimburse all related expenses.

#### **> COMPLAINTS AND RETURNS**

No complaints shall be accepted after eight days from the receipt of the goods, or after thirty days in the case of supplies for which a test period has been provided for. We shall replace any goods for possibly defective materials, but the client is not entitled to any compensation for damages. For no reason we will accept the return of regularly ordered goods without our written authorization. Any goods returned for analysis does not have to be absolutely modified by third parties, in this case the product warranty will not be valid.

#### **> PRIVACY**

Personal data are processed with the aim of offering the possibility to timely receive materials, catalogues, updates or any other commercial information. The data are processed by Technoelectric S.r.l. in electronic form. If required, the client can object without prejudice to the processing of the personal data, in which case Technoelectric S.r.l. shall cancel the data without

any cost to the client. Article 13 of law n. 675/96 gives the right to be informed, by means of free access to the general archives of Technoelectric S.r.l, about the existence, origin, aim, cancellation or transformation into an anonymous form of personal data.

## **GUARANTEE**

All goods supplied by us are carefully controlled before shipment so as to ensure their quality and correct functioning.

We, therefore, guarantee that the supplied goods are free from defects in their components and in the manufacturing, and that they will function regularly in conformity with the specifications of the order.

Based on this guarantee, we undertake to repair or replace, according to our choice, all those parts that shall prove defective within twelve months, assuming they have been used correctly and unless different provisions have been included in the order approval. This period of time shall be computed upon our notification that the goods are ready for shipment, although subject to the condition of the correct and timely notification and documentation of any proved defects, and the providing of a declaration stating that the material has been correctly assembled, maintained and used within the limits of the nominal specifications and in normal conditions.

This guarantee does not include those parts normally subjected to wear and tear or that have been damaged by improper use, negligence and/or error, incorrect assembling, excessive stress placed upon the materials, negligence in maintenance operations or any circumstance beyond our control. Those materials that under normal conditions have a shorter lifecycle than the guarantee period, such as fuses, etc., are not covered by this guarantee. Unless otherwise agreed, the defective parts shall be returned free of charge to our facilities; we shall bear any expense related to the repair work and/or the replacement; the return is free our facilities. We shall not be charged with expenses related to the disassembling and re-assembling on-site of the goods or of their components in need of repair and/or replacement.

Should we deem it convenient to carry out the repair work on-site, we shall supply free of charge (excluding transport costs from our facilities to the utilization site) all necessary materials to carry out the work and shall cover all labour costs on-site, on the condition that the goods and/or defective parts shall be made available to us for the time necessary to carry out the work. In this case, providing and paying for all necessary means (such as transport and lifting means, suitable movable and stationary cranes, ladders, ropes, oil, auxiliary local manpower and any accessory works such as masonry, metal work, carpentry etc, however excluding special equipment and consumables) shall be the responsibility of the client.

No compensation shall be given for the time in which the site will remain idle, and no claims for compensation for expenses and direct and consequential damages resulting from the aforementioned repair and replacement works shall be accepted.

This guarantee is subjected to the compliance on the part of the client with the contractual obligations, especially in regard to the terms of payment.

Our guarantee covers also goods and components purchased from other suppliers, with the aforementioned limitations applying to goods subject to normal wear and tear.

Any goods that have been repaired or replaced are guaranteed for a period of time that is equal to the initial guarantee period.

The exclusive place of jurisdiction for any dispute shall be the Court of Lodi.

**TECHNOELECTRIC S.r.l.**

For technical, commercial and regulatory purposes the Company reserves the right to change the data contained in this document at any time.

Clients are kindly requested to contact the Commercial Team of Technoelectric S.r.l. for any query, information or confirmation in relation to the products shown.

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