



# GENERAL TERMS OF SALE

1) **General Terms:** products and/or services supplied by FIP Articoli Tecnici S.r.l., hereinafter referred to as the Seller, are regulated by the following condition terms and the Buyer declares that he knows and accepts them at the time of his order. By accepting these terms the Buyer, also, renounced any of his own general purchase terms, considered individually or on the whole.

2) **Orders:** the orders are subject to these general terms.

3) **Prices:** the prices applied are those in force at the time of order, unless the Buyer asks partial delivery, in which case the prices in force at the time of the requested shipment will be applied.

4) **Packing:** the cost is normally included in the price; special packing requested by the Buyer will be charged at the pure cost.

5) **Tolerance:** in clearing the order, the Seller is entitled to a tolerance of  $\pm 10\%$  above or below the quantity ordered and confirmed; the amount charged will correspond to the real quantity.

6) **Transport and returned goods:** the goods are sold ex works from the Seller's warehouse, unless explicitly agreed to the contrary; the goods always travel at the Buyer's own risk. Insurance coverage will be provided only on specific request and at the Buyer's expense.

7) **Delivery:** the delivery times are indicative and are not binding for the Seller, who does not accept responsibility for damage due to non-delivery, to interruptions, suspensions and delays in supply due to the impossibility or even to particular difficulties in obtaining raw materials, to orders or directives issued by the public authorities, or to any causes beyond the Seller's control, which may alter the regular progress of the supplies.

8) **Payments:** all the payments must be made to the domicile of the Seller. The issue of draft, acceptance of bills or checks payable out-of-town does not constitute exemption from the condition of making payments to the domicile of the Seller. Payments are due on the agreed date, even in cases of delay in arrival of the goods, or faults or partial or total losses during the transport, and also in cases where the goods, placed at the Buyer's disposal by the Seller, are not collected by the Buyer. Where no exception is made by the provisions of this point or by other agreements made, art. 1498 of the Civil Code will be applied. In the event of delayed payment the Seller is entitled to issue a draft at sight with expenses, raised by the expenses for collection and interest for arrears at the

current bank rate, increased by three percentage points to cover bank charges and expenses.

9) **Suspension or cancellation of orders:** when any one of the condition established for the supply is not respected, even only in part, or when variations of any kind are made in the company name, constitution or commercial capacity of the Buyer, and in the case of ascertained difficulty in payment encountered by the Buyer with respect to third parties, the Seller is entitled to suspend further delivery, or to ask immediate payment of the sums owed, to ask for surety before completing the supply or to suspend delivery of the part not delivered.

10) Property of the good is ruled by art. 1523 and followings of the Italian Civil Code, therefore goods remain of the Seller property if not completely paid, including interest and other expenses.

11) **Guarantees:** the Seller guarantees compliance of the products supplied with the technical characteristics indicated by the Seller, but not their use, over which he has no possibility of control. No responsibility can therefore be attributed to the Seller for any damage deriving from the use of the products supplied, and no claim can be made except the replacement of goods that have been proved not complying with the requirement, on condition that the complaint is made and the goods are returned within the terms and under the conditions listed below article 13 and 14.

12) **Complaints:** any complaints concerning non-compliance with the guarantee as described in the previous article must be communicated to the Seller within 8 days from receiving the goods by the Buyer. The complaint cannot be accepted until the Seller has inspected the goods; for this inspection the goods must be totally or partly returned, the following article will apply.

13) **Returned goods:** the return of goods must be authorized beforehand by the Seller and must be with freight prepaid, all expenses covered.

14) **Competent court:** the Buyer agrees with the Seller that the competent court for all disputes or legal action is the Court of Padua.