



## General Sale terms and conditions

### Art. 1 Scope

General sale terms and conditions govern all deliveries and supplies

The sale terms and conditions will apply to parts not expressly specified and / or agreed upon, even in case other terms have been agreed upon in written or verbally.

Any purchasing condition issued by the Buyer will not apply unless expressly accepted in writing by Eurofix Srl. In any case they will not invalidate the effectiveness of these General sale terms and conditions, which they will coordinate and integrate

### Art. 2 Conclusion of the contract

Acceptance by the Buyer of the offer or confirmation of the order by Eurofix Srl, issued/sent/received by any means, implies the application of these General terms and conditions. Offers issued by agents, trade representatives and auxiliaries of Eurofix Srl are not binding until confirmed in writing by the Eurofix srl.

Offers issued by Eurofix Srl are valid for 30 days from issue date and for full supply of products / services quoted.

After said period, the offer will no longer be valid.

### Art. 3 Technical data / samples

Materials, heat and surface treatments, mechanical characteristics and all other data referred to products shown in catalogues, price lists and/or in any other leaflet/brochure/document issued by Eurofix srl as well as samples characteristics are just indicative and not binding, unless shown on the request for an offer / offer or order confirmation.

### Art. 4 Prices – Terms of payment

Prices are referred to the price list valid on the date of offer acceptance by the Buyer or on the date when order confirmation is issued.

Eurofix Srl reserves the right to change prices and the price list at any time, prior to written communication to the Buyer, in the event of price increases in raw materials, cost of labor or any

other factor that may results in a significant increase in production costs.

Prices are intended Ex Works Eurofix warehouse (EXV Incoterms 2010), unless different written agreements between the parties.

Payments will have to be performed against conditions stated in the offer or in the order confirmation. Any payment issued in favor of agents, trade representatives and auxiliaries of Eurofix Srl will not be considered as valid and will not release the Buyer from his obligations until the sum(s) due is (are) received by Eurofix srl.

Unless otherwise agreed in written, payment will be made in Euro (€) currency.

Any delay or irregularity in payment will entitle Eurofix srl to:

- a) suspend/interrupt any supply, although not referred to the delayed payment
- b) change payment terms for subsequent supplies, also requesting advanced payment or other forms of guarantee
- c) request passive interest on the sum(s) still due, starting from payment due date and even without any additional formal notice, in the measure of the legal interest in use for commercial transactions, without prejudice to claim compensation for the damage suffered.

The Buyer shall be liable for the full payment of the products/services even in case of exceptions, disputes or claims that will be defined only after the payment of the due amount(s). The Buyer shall foremost renounce to claim compensation with any credit, however originated, against Eurofix Srl.

### Art. 5 Retention of title

Products shall remain property of Eurofix Srl until paid in full.

### Art. 6 Delivery

Unless agreed in written , delivery terms are Ex Works Eurofix warehouse (EXV Incoterms 2010) so risks will pass onto the Buyer when goods are handed over to the forwarding agent / courier.

Dispatch date is indicative and calculated in working days, therefore Eurofix Srl will not be held

liable for any and all damages resulting from total or partial delayed shipment.

In case of overdue payments, all supplies will be suspended / interrupted and Eurofix will be entitled to delay deliveries until all sums due are settled.

Tolerance on the supplies quantities is +/- 10% (ten per cent).

Should the Buyer or his courier not collect the goods, due to causes not attributable to Eurofix Srl, prior to written communication to the Buyer Eurofix Srl will store such goods charging all relevant cost to the Buyer.

#### **Art. 7 Reasonable delays**

Eurofix Srl will not be held responsible for breach in its obligations if such breach derives directly or indirectly from:

- a) causes not attributable directly to Eurofix Srl and/or force majeure;
- b) action and/or omissions of Buyer including failure to supply Eurofix Srl information and relevant approval to fulfill supply
- c) failure to comply to agreed payment terms by Buyer
- d) impossibility to obtain materials, components or services necessary for production and subsequent delivery of the products
- e) delays caused by labor of Buyer's own contractors and supplier.

Should any of the above mentioned situation come into force, Eurofix Srl will inform the Buyer about it communicating the new dispatch date.

#### **Art. 8 Technical specifications and responsibility**

Items produced and marketed by Eurofix Srl comply to the legislation and technical provisions in force in Italy.

Therefore the Buyer is the sole responsible for checking any existing deviation from such provisions and the ones applicable in the Country of final destination of the goods, deeming Eurofix Srl free from any charge.

Eurofix Srl guarantees compliance of the produced/marketed items exclusively for the scope of use, applications, tolerances, etc. expressly indicated by Eurofix Srl itself.

#### **Art. 9 Trade marks**

Eurofix Srl shall deem the Buyer free from any liability arising out of any legitimate claim by third parties concerning any infringement or falsification of industrial property rights for the products supplied.

In the event of a third party claim, the Buyer shall promptly notify Eurofix Srl and provide the later with any useful information and assistance to dispute the claim.

The above statements will not apply for all those items produced against projects, drawings, instructions and/or technical specifications supplied by the Buyer.

Eurofix Srl will not take any responsibility for any infringement or falsification of industrial property rights of third parties of which only the Buyer will be held responsible.

#### **Art. 10 Quality of the supplies / Warranty**

Standard supplies do not include any automatic selection process, if not required and quoted during the request/offer and are guaranteed as follows:

- Standard without automatic selection : 500PPM (ISO 16426)
- Standard with automatic selection: 10PPM/ for a single technical data checked, 50PPM/multiple characteristics checked (ISO 16426).

Eurofix Srl guarantees that supplied products match the contract in terms of quality, and that they are free from defects that may render them unsuitable for the intended scope of use.

Warranty is limited to faults imputable to raw material defects or Eurofix Srl's production issues.

Warranty does not cover normal wear of products or Buyer's misuse and/or third party labor involved in Buyer's production process.

Warranty is also subject to punctual and complete payment of the goods.

Unless otherwise agreed in written, warranty is granted for 1 (one) month both on special products not-catalogued and on standard catalogued products, against proper use.

Warranty is valid provided the proper storage and use and that defects were not caused by chemical agents.

The Buyer is to check that products are compliant and free of faults within 8 (eight) days from receipt date, and, in any case, before use.

The Buyer will have to inform Eurofix Srl in written about any potential fault or defect within and not later than 8 (eight) days from receipt of the goods, while the communication of any occult and / or operating defects (which can be detected only after use of the product) must be sent within 3 (three) days from the discovery of the defect and within the warranty period.

Any claim is to be sent in written to Eurofix Srl and will have to clearly state the faults and/or defects observed.

Warranty decays in case the Buyer will not permit Eurofix Srl any reasonable check or in case he refuses to return the faulty/defective goods within 5 (five) days from the relevant request.

Eurofix Srl, against a Buyer's claim and at his own choice, will be entitled to:

- a) fix / replace faulty products
- b) ship free of charge to the Buyer's end (DAP Incoterms 2010) similar products in the same quantity of the faulty ones
- c) issue a credit note in favor of the Buyer for the same quantity/amount of the returned goods. In such cases Eurofix Srl will be entitled to ask for goods return, which will result to be property of Eurofix Srl. All the costs related to any corrective measure to be taken will be previously agreed in written between the parties and actions carried out only against written accordance.

In case faults/defect are not due to Eurofix Srl responsibility, all the expenses for fixing, selection and replacement will be charged to the Buyer.

Warranty herein stated includes and replaces any legal warranties referred to faults and defects and excludes any other responsibility of Eurofix Srl originating from the products supplied. Specifically, the Buyer will not be entitled to raise any other claim for damages and in no case Eurofix Srl will not held responsible for any direct / indirect / consequential damage.

#### **Art. 11 Compensation for damages**

The liability of Eurofix Srl, whether arising from the execution or failure to execute the contract, the warranty, the misdemeanor, or whether it is the result of objective liability, will in no case exceed the value of the product to which this liability belongs.

In no case Eurofix Srl will be held responsible for loss of earnings or loss of profit, lack of use or product discharge or any related line stop.

#### **Art. 12 Confidentiality**

The Buyer agrees to treat the information, the data, the drawings, the know-how and the documentation received and/or learnt from Eurofix Srl as strictly confidential, to limit their use to be contract fulfillment.

Confidential information and documentation cannot be reproduced without the prior written permission of Eurofix Srl, and all copies thereof

will have to be returned immediately upon request of Eurofix Srl.

What above stated cannot be applied to information which are:

- a) public, or that have become public not due to the Buyer's, its employees or collaborators disclosure, or in Buyer's possession prior to receiving them from Eurofix Srl.
- b) disclosed by sources that are not subject to the restrictions to which the Buyer is subject in connection with their use.
- c) disclosed to third parties according to written authorization given by Eurofix Srl

#### **Art. 13 Other terms**

Buyer's transfer of rights and duties deriving from the contract without prior written approval of Eurofix will be deemed void.

Eurofix Srl reserves the right to assign, at any stage, the receivables arising from the contract, upon written notice to the Buyer.

The total or partial invalidity of one or more clauses of these general sale terms and conditions shall have no effect on the validity of the remaining clauses.

It is understood that any tolerance to violations of these General sale terms and conditions can in no way be interpreted as a waiver of exercising the rights and / or faculties associated with or consequent.

#### **Art. 14 Applicable law and jurisdiction**

These General sales terms and conditions and related contracts are governed by the Italian law.

For any dispute arising or connected to the contract(s) to which these General sale terms and conditions apply, the Monza (Italy) forum will be the only competent one.