

# GENERAL TERMS OF SALE

Premises: deviations to the herewith following sales terms have to be agreed by both Supplier and Purchaser in a written agreement.

## CABLES AND PRODUCTS

- 1) Cables are in accordance with CEI standards when applied, except for written agreements. The weights, dimensions and diameters of the cables are only indicative, except for goods which price is agreed with specific reference to the above mentioned units. On purchasing a ITALCOND product, the unit of measure will be the kilometres.
- 2) Any information or data of the technical features and/or specifications of the cables described in ITALCOND brochures, price lists, catalogues and other ITALCOND documents are binding only if clearly pointed out in the contract.
- 3) Use tolerances are anyway allowed such as:
  - a) Technical tolerances as per drawings/ both on the manufactured cables and single parts of the product.
  - b) Quantity tolerances: a variation of +/- 10% of goods may be delivered with respect to the quantity ordered by the Purchaser.
  - c) Package tolerances: special cables are delivered according to the requirements of the manufacturing process.
- 4) Drawings and technical literature given by ITALCOND to the Purchase before and after the acceptance of the contract shall remain the property of the Supplier. The Purchaser is allowed to use the cables for installation and related maintenance. They cannot be copied or transmitted to third parties, without the Supplier's permission.
- 5) Declared lengths can vary by +/- 1%

## TESTING

- 1) Potential tests as per contract will be carried out at ITALCOND site if not differently specified. The tests will be performed according to the procedure of the country the Supplier is located in.
- 2) When the test is to be performed in the presence of the Purchaser, the latter will be informed about the testing date. The test results will be considered valid even though the Purchaser has been absent.

## DELIVERIES

- 1) The delivery date stated on the order confirmation shall be understood to be in force from the date on which all aspects of the order have been clarified. In this respect upon receipt of the eventual updated order confirmation, this will be considered as confirmed ,by the Purchaser if he does not send any written notice about it to the Supplier in no more than three days. If the Supplier cannot respect the delivery date agreed on the order confirmation, he will have to inform the customer in advance. The customer will be given a new delivery date having a right to rescind the contract in case it is over 8 weeks.
- 2) The Supplier may not be blamed for delays caused by unforeseen circumstances or by acts of the Purchaser such as: omissions of data necessary to manufacture the product or faults from the Purchaser like outstanding payments in advance, etc... .
- 3) The Purchaser will bear at its own charge all risks of a DDU shipment (goods and packing) once the goods have been handled to the forwarding agent.

## PRICES AND SALES TERMS

- 1) Prices and sales terms will be those agreed on the original contract .
- 2) When a payment is delayed, the Purchaser will due to the Supplier the interests according to the current rates.
- 3) The Purchaser is not allowed to decrease the price as per contract if not mutually agreed.
- 4) The minimum order value is Euro 500,00.

## WARRANTY

- 1) If not differently specified, the period of warranty will be of 12 months from the date of delivery even if the cables have not been used for any reason. The right of warranty is subordinated to the observance of point 3 of this paragraph
- 2) The Supplier assures that custom cables are produced according to some specific data sheets and they are suitable for special applications only if all this has been clearly specified on the contract and documents related to it. The Supplier is not responsible for any damage arising from further manufacturing processes performed by third parties.
- 3) Any complaints about packing, wrong quantities or technical features that do not correspond to the ones agreed on the contract must be notified to the Supplier within 2 working weeks from the receipt of the goods.

Before returning the non-compliant cables, the Purchaser will have to ask the Supplier for the "return authorization" of the material. The goods will be sent along with a document on which all the details of the wrong supply are indicated such as: date of invoice, type of cable, quantity, etc... .

Without the Supplier's authorization and the document showing all the details regarding the defective shipment, the goods will be sent back to the Purchaser.

In any case, potential complaints do not give the Purchaser a right to stop or delay the outstanding payments due to previous or subsequent supplies.

## DRUMS

In case the Supplier lends some drums to the Purchaser, the latter has to pay a fee that will be indicated on the invoice.

When the drums are given back at the Supplier's plant, the fee will be returned and the Purchaser charged of the fees of decay calculated according to current rates.

The fee will not be returned if drums are so damaged that they cannot be used again.

## FORCE MAJEURE

Both the Supplier and the Purchaser can suspend the fulfilment of their duties when the execution is impossible because of causes beyond their control, such as strike, boycott, fire, embargo, laws, delays in deliveries of raw material or components from outside sources.

## APPLICABLE LAW – COMPETENT FORUM

The Italian Law will rule the contract. For any debates the competent court will be the one of the Supplier in Brescia.