

## GENERAL SALE CONDITION

### 1 - SUBJECT AND FIELD APPLICATION OF THIS FOLLOWING

#### GENERAL CONDITION GENERAL

1.1 – The following general conditions discipline all actual and future contractual affairs among the parts related to the supply of components, equipments, oleo hydraulic and pneumatic system. They must be coordinate with the special conditions eventually arranged in writing by the parts or inserted in the supplier written confirmation of the order acceptance.

1.2 - Unless the supplier has not specifically approved them in writing, the general or special conditions recognized as faulty or recalled by the Client in his communications to the Supplier should be considered without effect.

### 2 - CONTRACT ARRANGEMENT

2.1 - the supply contract perfects with the supplier written confirmation of order acceptance.

2.2 - However if the suitable conditions in the Client order differ from those of the written confirmation of the Supplier, these last ones are worth as new proposal and the contract should be considered as approved in the moment in which the Client begins to carry out or accepts the products without express written reserve.

2.3 – Any offers of the Supplier are considered valid only until the period of suitable time on the same ones and exclusively for the integral supply as rated in the same.

### 3 - TECHNICAL DETAILS, SKETCHES, INHERENT DOCUMENTS THE SUPPLY

3.1 - the data and the resultant illustrations from the catalogues, elevation, circulars or other illustrative documents of the Supplier have character just as an indication. These data don't have binding value if it is not expressly mentioned as such in the order confirmation of the Supplier.

3.2 - the Supplier reserves the power to carry out in whatever moment to own products any modifications that he held convenient, informing the Client if these interest the installation.

3.3 - if the Client proposed some modifications to the products, so that the same ones become of compulsory execution, there should exist a full written accord among the parts on the modifications that such alterations had to cause changes on the before established prices and on

the periods of delivery . The prices can suffer as well variations if the arranged quantities will be reduced or a prompter delivery than already established is required.

3.4 - the Client bind expressly to not make use, for different reasons from those anticipated in the contract of supply, of the sketches, of the technical information and of the discoveries related to the supply, that remain of ownership of the Supplier and that the Client cannot deliver to third neither to reproduce without written authorization.

3.5 - the Client must inform the Supplier, in precontractual phase, about the existence of any particular regulations to be respected in the Country of final destination of the goods to furnish.

### 4 - EXCLUSIONS

4.1 – Unless different written accord , there are not inclusive in the supply the project of the system, the installation of the furnished equipments, specific tests, manuals and training courses, starting assistance and all performances and not mentioned burden in the written confirmation of the Supplier of the order acceptance.

4.2 - Likewise the packing costs, the taxes, the stamps, the customs expenses and duty, and every other additional burden are not inclusive in the prices if it doesn't result otherwise in the written confirmation of the Supplier of order acceptance.

### 5 - DELIVERIES

5.1 – Unless contrary pact the supplies should be intended as returned goods ex works, without packing.

5.2 - With the delivery of the materials to the Client or to the vector the Supplier frees from the obligation of delivery and all the risks on the materials themselves they also pass to the Client in the case in which the Supplier is entrusted with the delivery or the montage.

5.3 - the delivery deadline have indicative character and they are calculated on working days.

5.4 - If they are otherwise arranged by the parts, they begins to have effect from the moment of the contract conclusion, unless the Client doesn't have to correspond part of price as account,

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because then the terms beginning is suspended as long as he doesn't have provided.

5.5 - the delivery terms are intended as prolonged by right:

1) If the Client doesn't furnish in useful time the data or the necessary materials to the supply or asks for the variations in execution progress or, also, delays in answering to approval request of the sketches or the executive schemes;

2) If independent causes from the good will and diligence of the Supplier, *ibid.* inclusive delays of undersuppliers, avoid or make excessively onerous the delivery in the established terms.

5.6 - In the case in which the Client is not in order with the relative payments to other supplies the beginning of the terms is suspended and the Supplier can delay the deliveries as long as the Client has not paid the due amount.

5.7 - the delivery terms are intended as established in favour of the Supplier; therefore the Client cannot refuse to take into consignment the products before the established date.

5.8 - Except as anticipated in the following art. 11, in the case of missed taking on consignment of the products by the Client for that it is attributable to him or, however, for a cause independent from the will of the Supplier, the Client will bear the risks and the expenses for their safekeeping.

5.9 - If the parts have arranged that, in case of delayed delivery, the Supplier has to pay an amount as penalty, the Client cannot ask superior amount to the penalty as refund for the suffered damages for the delay.

### 6 - TESTS AND ASSEMBLAGES

6.1 - Special tests, eventually anticipated in the written confirmation of order acceptance, will be performed in the establishment pointed out by the Supplier and the Client will support expenses.

6.2 - Assemblage and testing in work, if required, will be performed by the Supplier and paid by the Client according to the "Conditions for the technical performances to the client" of Assofluid that has to be considered integral part of the present general conditions.

### 7 - PAYMENT TERMS

7.1 - Excepted different accord, the payments must have effected from the Client within the anticipated terms in the written confirmation of

order acceptance by the Supplier domicile or by the suitable credit institute: in case of delay the Client has to pay the moratorium interests that will be counted of full right and without necessity of constitution in arrears in the measure of the official rate of discount in force in the Country of the Supplier increased of three points, in every case the Supplier has able to ask the refund of the most greater suffered damage and the resolution of the contract in terms of the following art. 11.

7.2 - Any objections that should rise up among the parts don't exempt the Client from the obligation to observe the conditions and the payment terms.

### 8 - GUARANTEE

8.1 - the Supplier guarantees the conformity of furnished products, intending therefore that the products are without defects in the material and/or manufacture and are conforming as established by specific contract accepted by the parts.

8.2 - The duration of the guarantee is of twelve months that start from the delivery of the products and, for the replaced products or component, from their substitution day.

8.3 - Within such period the Supplier to which the Client, not later than eight days from the delivery for the clear defects and eight days from the discovery for those hidden, has reported in writing the existence of the defects he must, to his choice - within a reasonable term analyzed the entity of the objection- to repair or to replace free the products or the parts of them that were resulted defective.

The non conforming return goods must be always authorized in writing by the Supplier and will have to respect the original packing.

8.4 - The substitutions or the reparations are usually effected *ex works*: the expenses and the risks for the transport of the defective products have to be paid by the Client. Nevertheless if the Supplier, in agreement with the Client, believed more opportune to develop the necessary works for the substitution or reparation by the Client, this one will sustain the expenses of trip and stay of the technical personnel offered by the Supplier and will furnish all means and the auxiliary personnel required for performing the intervention in the speediest and sure way.

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8.5 - The guarantee lapses whenever the products has been assembled or incorrectly used or has received an insufficient maintenance or has been modified or repaired without the Supplier authorization.

The Supplier isn't responsible as well for any defects of conformity of the products due to the normal wear of those parts that, for own nature, are subject to rapid and continuous wear.

### 9 - THE SUPPLIER RESPONSIBILITY

9.1 - The Supplier is exclusively responsible of the good working of components, equipments, oleo hydraulic and pneumatic systems furnished in relationship to the characteristics and performances from himself indicated. He doesn't take up, instead, some responsibility for the possible defective operation of machines or systems realized by the Client or by third with hydraulic or pneumatic components of the Supplier even if the single hydraulic or pneumatic equipments have been assembled or connected according to schemes or sketches suggested by the Supplier, unless such schemes or sketches have not been object of separate remuneration, in such case the Supplier responsibility will be limited however to what inclusive in the above-mentioned sketches or schemes.

9.2 - In every case, out of the hypotheses disciplined by the D.P.R. May 24 th 1988, n. 224, and except as foreseen by the art. 1229 civil code, the Client cannot ask the refund of indirect damages, missed profits or losses of production, he can't pretend as reimbursement of superior amount to the value of the furnished goods.

### 10 - PROPERTY RESERVE

10.1 - The Supplier preserves the property of the furnished products up to the total payment of the agreed price.

### 11 - EXPRESS DECISIVE CLAUSE AND DECISIVE CONDITION

11.1 - the contract of supply will be resolved by right according to the art. 1456 c.cs. by the simple written declaration of the Supplier to want avail of the following present express decisive clause, if the Client:

- 1) omits or delay the due payments;
- 2) delays or miss to take on consignment the products according to the previous art. 5;
- 3) doesn't observe the obligations of discretion foreseen by the art. 3.4.

11.2 - the contract will be intended as resolved by law in the case in which the Client is set in liquidation or has been submitted to any contributory procedure.

### 12 - CONVENTIONAL RECESSION

12.1 - In the case in which the Client decreases the guarantees that had given or doesn't furnish the guarantees that had promised, the Supplier will have power to recede from the contract without necessity of notice .

### 13 - APPLICABLE LAW

13.1 - All the contracts of supply with foreign countries disciplined by the present general conditions are regulated by the Italian law.

### 14 - JURISDICTION COURT

14.1 - For any inherent controversy to the execution, interpretation, validity, resolution, cessation of contracts of supply intervened among the parts where the action is promoted by the Client it is exclusively qualified the jurisdiction court of the Supplier, where the action is promoted instead by the Supplier it is competent the jurisdiction court of the same Supplier and also every other reputable court according to law.