

GENERAL SALE AND SUPPLY TERMS

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VAT code 03316260177
Brescia Chamber of C. N° 356562
Brescia Court N° 04452750484
Data code BS 058237

(Registered in Brescia 6 March 1956, n. 9907, Mod. 2, Vol. 359, Private Acts) OFFERS - ESTIMATES - DESIGNS

- 1 - Prices and terms are binding only at the moment we accept the order with written confirmation.
- 2 - The terms and other commitments taken on by us with the offer are only valid if the order extends to everything that is included in the offer.
- 3 - Estimates, general projects, etc. attached to the offer are our exclusive property and thus may not be disclosed to others without our written approval.
- 4 - Any alteration to the offer and to these general supply terms must be in written form and limited to what has been explicitly agreed.

WEIGHTS - DIMENSIONS - TECHNICAL DATA

- 5 - Estimates, plans, drawings and technical data given in the catalogues, price lists and offers are only approximate until such time as they are confirmed or replaced by definitive data, total or partial, at the moment of ordering.

PRICES

- 6 - The prices and discounts in the price lists and offers may be subject to change depending on the requirements of the market or relating to variations in the costs of raw materials or manpower, without prior notice to customers. The prices given are ex-factory; transport, customs, duties, and rights of any nature are always to the customer's charge, unless otherwise agreed in written form.

PACKING AND TRANSPORT

- 7 - Returns are not accepted on packing. Under no circumstance can our company be held liable for failed or irregular deliveries by carriers, and it is to be expressly understood that goods, even where by special agreement they are sold with free delivery or delivered to the customer's domicile, will always travel at the buyer's full risk. Any return of goods must be authorised beforehand by our company and arrive free of all expense in the warehouse of our factory.

DELIVERY TERMS

- 8 - The delivery terms agreed on are approximate and not binding and, under the clause "providing unsold" for goods signalled as being ready, it is intended to be valid only in normal work and supply conditions. In no circumstance and for no reason will our company be held liable to make a reimbursement for any direct or indirect damage due to delays in delivery.

PAYMENT

- 9 - The payment conditions must be agreed on in written form or, otherwise, they are understood to be for the net amount in cash at the moment of delivery of the goods. In the case of delayed payment, the customer undertakes to pay interest at an average market rate applied by the Bank, increased by 4%. If the buyer does not comply with, even only partly, any of the agreed conditions for collecting the goods or for the regular payment of single invoices, our company has the option of immediately interrupting further deliveries and to consider itself released from any contractual commitment, but maintaining all rights regarding the buyer's failure to comply with the contract. Unless otherwise expressly agreed on, payments must always be made directly to our company.

CLAIMS

- 10 - Any claims regarding goods supplied must reach us within 12 days of delivery of the same, after which time they will not be accepted. Any claim must be based on firm data in order to be taken into consideration. We reserve the option of taking back or replacing goods that the customer demonstrates to us to be defective, but we will not acknowledge any payment made for repairs or exchange which have been done without our authorisation. It is to remain understood that any claims put forward on single parts of the order will not affect the rest of the order or undertaking, nor the payment for goods received without objection.

WARRANTIES

- 11 - The warranties that we adopt for material manufactured by us will last 12 months from the date of the invoice concerned. It is understood that, during this period, we undertake to repair or replace free of charge in our workshop those parts or devices which, by defect in manufacture or materials, are considered to be unusable. Nonetheless, we reserve the right to decide in our sole opinion, if it is better to repair or to replace them. We shall not send our staff on site for inspection purposes of places where our equipment has been used in systems, apart from those cases where it is necessary to check the operating conditions to which our equipment has been subject.
- 12 - Our warranty has natural effect only if the apparatus has been perfectly installed and managed, if it has not been tampered with or modified, and if all the technical regulations contained in our catalogues and instruction sheets have been followed. The warranty does not cover those items which, by the nature of the material of which the items are made or due to their specific use, are subject to early wear, and in the same way, breakdowns due to normal wear and tear are excluded.
- 13 - The customer must give written notice of faults and defects detected, with a precise report on their nature. We undertake to repair or replace the item, within a reasonable period, as per the above mentioned circumstances and terms. Material to repair or replace must be returned to us free of charge.
- 14 - Our company, with the repair or replacement of items or parts which were defective, is to be considered released of all further liability. Moreover, the customer must, by way of this, consider himself satisfied and waive any request for damages and expenses. In particular cases we may permit the customer to provide for repair or replacement himself, with our only obligation being to reimburse the out-of-pocket expenses acknowledged as being essential for putting our equipment into working condition.
- 15 - If there should be a dispute of a technical nature, the parties will obtain the opinion of an inspector to be nominated by agreement or, if there is a dispute over the nomination, then the person will be appointed by the presiding judge of Brescia Court.
- 16 - We will not accept any costs that the buyer has incurred, not even during the warranty period, without our prior written agreement.
- 17 - Our company reserves the right to use, in the manufacture of its equipment, any material that it deems suitable and to make any changes in shape, weight or dimensions in its products that it deems appropriate.

DISPUTES

- 18 - The contracts, even if stipulated with foreign companies or persons or for material supplied abroad, are governed by current Italian law. The competent court will only be that of Brescia notwithstanding articles 31 (et seq.) of the Italian Civil Procedure Code, thereby excluding the customer's possibility of having recourse to Judicial Authorities of any other place, even for investigations or in any connection with the case, but permitting the supplying company the option of taking legal proceedings, as a plaintiff, in the customer's place of residence, in Italy or abroad.
- 19 - Any disputes do not release the customer from complying with the payment terms and do not imply any extension to the times agreed.

Palazzoli reserves the right to modify or improve the product at any time without prior notice.