

TRAFITAL

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1953 - 2013



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Sede e Stabilimento: Via A. Colombo, 301 - 21055 GORLA MINORE (VA) - Tel. +39. 0331.368.900 - Fax +39.0331.368.940
Filiali con Magazzino: Via del Tappezziere, 7 - 40138 BOLOGNA - Tel. +39. 051. 53.10.93 - Fax +39.051.53.23.27
Strada per Settimo 388/9 - 10156 TORINO - Tel. +39.011.27.33.707 - Fax +39.011.27.33.677

GENERAL SALES CONDITIONS

1. General Provisions

1.1 Orders requested by the Buyer are intended as all subjected to these General Sales Conditions and the order-request implies the acquaintance, acceptance and reference to the clauses explained below. Any exceptions must be established only for single order through the Vendor confirmation.

1.2 All sales contracts are governed by the United Nations Convention on the International Sales of Goods (Vienna, 1980) and, with respect to questions not covered by such Convention, by the laws of Italy.

1.3 Any reference made to trade terms (such as EXW, CIP, etc.) is deemed to be made to Incoterms published by the International Chamber of Commerce and current at the date of conclusion of the sales contract.

2. Characteristics of the Products – Modifications

2.1 In absence of technical specifications in the order, the product is supplied in accordance with the Commercial Standard indicated in the Vendor's technical data sheets.

2.2 Any technical specification not provided simultaneously with the order, if accepted, will produce a commercial revisions of the order.

3. Order acceptance and eventual revisions

3.1 The order shall be considered accepted and approved only when the Buyer receives a confirmation from the Vendor.

3.2 Any amendments of the order shall be valid only if confirmed by the Vendor.

3.3 The delivery term indicated by the Vendor is just indicative and without obligation.

3.4 Any order cancellation is subject to the following restrictions:

- for standard products the cancellation is possible only before that goods are ready for shipment;
- for special products the cancellation is possible only before the facilities preparation and before the raw material supplying. Anyway, the order cancellation is bonded to the Vendor accord.

4. Delivery method, shipment, packaging and verification of acceptance

4.1 Except as otherwise agreed, the supply of the goods will be Ex Works (EXW). The goods will be loaded on the truck according to the instructions of the driver commissioned by the Buyer. Therefore, the Vendor is not responsible for any damage of bundles and materials occurring during the transport.

4.2 In any case, whatever the delivery term agreed between the parties, at the latest, on delivery of the goods to the first carrier, the risks will pass to the Buyer and the delivery is deemed to be made.

4.3 Standard packaging is in bundles. Any other packaging must be agreed in the order.

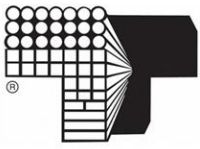
4.4 The Buyer undertakes to verify the packaging conditions at goods receipt and is responsible to immediately check the delivered or withdrawn products.

4.5 Any complaint for product not pursuant to what was agreed must be communicated in writing and within a maximum of 8 days from discovery of the defects and, in any case, not later than 90 days from delivery.

5. Sizes and weight

5.1 The Buyer must verify the weight of the material within 3 days from receipt; according to the tolerances of weighing instruments, only reports for differences in excess of 3 per thousand of the weight indicated on the delivery note will be considered.

5.2 Comparing the ordered weight and the delivered weight, it's allowed a difference between -10/+25% for standard products and -0/+25% with a minimum of +2 ton for non standard products. Within these tolerances, the Buyer is not allowed to return goods for excess of quantity.



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6. Prices

- 6.1 The supply price is indicated on the confirmation order or, in its absence, on the written agreement.
6.2 Unless otherwise agreed, prices are to be considered for products with standard packaging in bundles and Ex-Works delivery. It is agreed that any other cost or expense shall be charged to the Buyer.

7. Payment conditions

- 7.1 Payment terms and conditions reported on the Vendor's invoices are binding, and must be strictly observed.
7.2 Payment is deemed to be made when the respective sum is at the Vendor's disposal at its bank in Italy.
7.3 Unless otherwise agreed, any expenses or bank commissions due with respect to the payment shall be charged to the Buyer.
7.4 In case of late payment, the Vendor shall reserve the right to apply default interests and suspend current orders.

8. Retention of title

It is agreed that the products delivered remain the Vendor's property until complete payment is received by the Vendor.

The reservation of title is extended to the products sold by the Buyer to third parties and to the price of such sales, within the maximum limits provided by the laws applicable to the present clause.

Furthermore, it is agreed that any charges on the invoice for the "competition for equipment costs" and/or "new profile project costs" identify only the tooling service of the machine for the production of a specific profile; the equipment made remains property of the Seller unequivocally and without any exception.

9. Warranty for defects

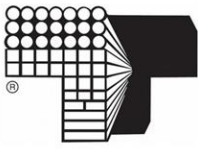
- 9.1 The Vendor guarantees goods conformity to the technical standards, based on the characteristics and conditions specified in the order confirmation and in the product technical data sheets.
9.2 The guarantee concerns the product indicated in the order confirmation. For improper or different use with reference to what is guaranteed in the technical data sheets, the Vendor shall not be deemed responsible regarding any intervention or operations that the supplied products will undergo after delivery.
9.3 The Vendor's only obligation in case of defects, lack of quality or non-conformity of the products will be replacing or refund of the defective product. It is agreed that the above mentioned guarantee is in lieu of any other legal guarantee or liability with the exclusion of any other Vendor's liability, whether contractual or non contractual, which may anyhow arise out of or in relation with the products supplied (e.g. compensation of damages, loss of profit, recall campaigns, etc.).
9.4 The warranty is valid only in accordance with the temporal limits indicated in the point 4.5.

10. Saving clause

Should one or more of the clauses stated in this document be null and void, they will not render null and void the General Sales Conditions.

The repeated tolerance by the Vendor, in respect to active or omissive behaviors in violation of these General Sales Conditions can never constitute a precedent or invalidate any clause violated or waived.

Thus, eventual delays or omissions of the Vendor in asserting a right or a power stated in these General Sales Conditions can't ever be intended as waiver of the relevant right and the Vendor can avail of it in any successive moment.



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11. Force majeure

11.1 The Vendor shall have the right to suspend performance of his contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond his control, such as delay in delivery of raw materials, strikes, boycotts, lock-outs, fires, war (either declared or not), riots, revolutions, requisitions, embargo, energy black-outs.

11.2 In such cases and generally, when the Vendor withdraws from the contract for an impediment not depending from his own action of fault, the Buyer shall have no right for indemnities, compensations or refunds and shall, if requested, pay the goods ready or under processing.

12 Place of Jurisdiction

The competent law Courts of the place where the Vendor has his registered office shall have exclusive jurisdiction in any action arising out of or in connection with the sales contract.

13 Privacy

Pursuant to the European Directive (95/46/EC and 2002/58/EC), the implementation of contractual relationships requires the Vendor to be in possession of data that the aforementioned directive consider as personal. The data supplied by the Buyer is handled to meet the contractual requirements, fulfill legal obligations and is also processed with electronic instruments.

The data can be communicated, in any form, to credit institutions, consultants and professionals.

14 Final clauses

The Italian text of these present General Sales Conditions shall be the only authentic text.