
	<b>GENERAL SALES CONDITIONS</b>  <b>M. GSC</b>	<b>Revision</b> <b>03</b>	
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## 1 General information

All supplies made by the Seller (company RADIA Srl) will be exclusively governed by the following General Conditions of Sale. Any term or condition imposed by the Buyer shall be null and without effect when it is contrary to the conditions listed below.

In preparing the Seller's datasheets and technical drawings, has been given the utmost attention to ensure the accuracy of the data; moreover, the Seller is not responsible for any errors or omissions found in them.

It's binding and compelling to the Parties only what is reported in the Order, in the Order Confirmation and these General Conditions of Sale.

Our items are used for the most varied applications and uses but for the fact that these are special products 'not of series' it's absolutely needed that the Customers carry out all practical tests and the connected quality and technical verifications of the RADIA's products, in all possible conditions and situation of use.


This is absolutely necessary to have the guarantee that the RADIA item, chosen of proposed, is really suitable and reliable for the relative application or use intended for it by the Buyer.

## 2 Prices

- The contract prices are listed on the Order Confirmation and are valid for goods delivered Ex Works (EXW), according to Incoterms (International Commerce Terms).
- Any amendment to the contract, required by the Buyer after its conclusion, will have no value and effectiveness unless accepted in writing by the Seller, specifying the new terms of delivery, prices and payment method.

## 3 Terms of delivery

- The delivery terms reported on the Order Confirmation are indicative, unless the commitment of the Seller, where possible, to observe them.
- It is understood that, given the indicative nature of delivery terms, the Seller shall in no event be liable for damages, including indirect ones, that may result from delays in delivery to the Buyer. Any delay in delivery will not, however, entitle the Buyer to compensation for damages.


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#### 4 Deliveries

- The delivery is intended, as a rule, established ex-works (EXW) at the Seller's plant.
- In particular, the delivery will be considered performed, for all legal purposes, with communication (made even with the simple submission of the invoice) that the goods are available to the Buyer for testing, where required, or for collection, or that the same were delivered to the carrier.
- In case of delay in collection of the goods, however prepared, for any reason beyond the control of the Seller, delivery will be considered, however, as done eight days elapsed from the notice of availability, with the consequences set out below:
  - (a) the Seller shall have the right to bill and to pursue the enforcement of the terms of payment;
  - (b) the Seller shall make the packaging, transport or storage of the goods at the Buyer's expense, with the compensation for any possibly damage suffered, also for the storage, custody and warehousing of the goods.

#### 5 Payments

- Payments must be made at the domicile of the Seller and in accordance with the agreed conditions. Any payment made in a different way will not be considered valid and, therefore, will not produce liberating effects for the Buyer.
- In case of delay in payments to the agreed deadlines, the Seller shall be entitled to charge interest on late payments in accordance with Legislative Decree No. 231 October 9<sup>th</sup> 2002.
- Any claim or dispute will not entitle the Buyer to suspend or delay payments.
- Any advance payments received by the Seller shall always be non-interest bearing.

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## 6 Shippings


- All operations concerning transport, insurance, customs, duty, handling, delivery, expenses and risks shall be borne by the Buyer, upon whom the burden of verifying the shipment upon arrival and to pursue, where appropriate, any complaints against the carrier, even if the shipment has been loaded carriage paid.

## 7 Claims

- Any complaints or objections by the Buyer on the final product must be reported to the Seller, under penalty of forfeiture, within 20 working days from the date of delivery and must be in writing.
- Claims for tampering or shortages must be reported peremptorily, in writing, by the Buyer to the carrier, upon receipt of the goods.

## 8 Warranty

- The seller guarantees the proper functioning of RADIA products for 1 year (one) from the date of delivery.
- The warranty is limited to repairing or replacing, at Seller's sole option, ex-warehouse indicated by Seller, for the imperfect parts found defective in material or workmanship. Customer has to provide detailed information about traceability (delivery document, batch reference) for the warranty apply. Replaced parts shall remain property of the Seller.
- The warranty does not cover materials and parts subjected to normal wear or damage (such as, for example, the sealing rings).
- Every sort of compensation is excluded, nor can be claimed damages, direct or indirect (also towards third parties), of any nature or kind even for the temporary non-use of the products purchased. An examination of the defects and their causes will always be made by the Seller, at its plants.
- Expenses (such as, for example, labor, dismantling, reassembly, transportation, board and lodging) for external intervention of the Seller's personnel, even in the case of recognized warranty, shall always be charged to the Buyer. Remain at Seller's expense the costs of replaced parts and the inherent time required to replace them.
- Excluded from warranty are the products chosen (with particular reference, by way of example, to: service factor, daily duration, radial loads, etc.), stored, installed (weather protection, radiation and

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pollution, lubricants), used or maintained in a way so negligent or incorrect or else not in compliance with the Seller's guidelines or otherwise modified, repaired or even partially disassembled.


- The warranty is also excluded for damages and/or defects and/or anomalies arising from external components (such as, for example, couplings, pinion, pulleys, motors in the gearmotors without engine, etc..) or due to improper assembly of the same.
- The warranty referred to in this article replaces and excludes all other warranties, including legal action.
- The Buyer will lose the warranty referred to in this Article, if he fails any of its contractual obligations.
- Any repairs under warranty and/or out of warranty must be requested in writing by the Buyer to the Seller.

## 9 Liability

- In the event of Seller's liability for defective products, the compensation shall not exceed the amount of the purchase price of such defective products.
- In any case, the Seller shall not be liable for consequential damages, such as, for example, loss of customers, sales proceeds, production, profit, image, as well as damages to the Buyer arising from any action taken against this last by third parties.
- In any case the Seller is excluded from any liability when product defects are due, for example, to:
  - (a) misuse or irregular use;
  - (b) improper, incorrect, or faulty maintenance;
  - (c) unusual use of the product or contrary to the Seller's warnings or, otherwise, other than its intended use;
  - (d) use of the product with other components;
  - (e) improper storage.

## 10 Governing law, Jurisdiction and Venue

- For any dispute concerning the stipulation, validity, interpretation, execution and termination of this contract, the governing law will be only the Italian one, with exclusive jurisdiction of the Italian

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Judge and the exclusive competence of the Court of Turin, with the express exclusion of any other alternative and different Court.

#### **11 Ownership of the goods. Trade mark**

- The transfer of the ownership of the goods object of this Sale, will not occur until full payment of the agreed price, under arts.1523 and following of the Italian Civil Code.
- Under no circumstances and in no way is granted the use of the trademark.

#### **12 Conventional form**

- These general of sale are the only contractual source to settle relations between the Parties.
- Any agreement intended to derogate, modify and/or supplement, if only in part, these General Conditions of Sale shall be stipulated and proved in writing.