

**Rev.1**

## **GENERAL SALES CONDITIONS**

### **1. GENERAL REGULATIONS**

1.1 The sale of the products marketed by SERVOMECH S.P.A. sole partner is governed by the following general sales conditions under which are drawn up all contracts between Servomech S.p.a. and the purchaser.

1.2 Any variations to these terms must be agreed upon exclusively in writing by both parties and must be enclosed to a purchase order. It is understood that all the variations proposed will be considered binding only after a written confirmation of SERVOMECH S.P.A. sole partner.

1.3 The Customer General Purchasing Conditions (GPC) will not apply even if they are mentioned or enclosed to the orders or to any other kind of document edited by the purchaser and not agreed in writing with SERVOMECH S.P.A. sole partner.

1.4 Every term or condition which is not expressly established herein will be governed by Italian Civil Code as per article 1470 and following.

### **2. PARTIES OF THE CONTRACT**

2.1 The company SERVOMECH S.P.A sole partner is the seller, hereinafter simply called SERVOMECH or Seller.

2.2 The purchaser is each natural person or corporation who buys products branded SERVOMECH, signs an agreement or starts negotiations with SERVOMECH, hereinafter simply called Customer.

### **3. OFFERS AND ORDERS**

3.1 SERVOMECH offers must be considered fixed until the stated term. Economic conditions specified in said offer are valid only if accepted within the stated term, under penalty of lapse.

The Customer acceptance of the offer will be binding for SERVOMECH only if followed by the order confirmation sent by the Seller.

3.2 Orders are not valid unless agreed upon in writing.

3.3 Customer's orders have to be "SUBJECT TO FINAL APPROVAL OF SERVOMECH" and will be considered accepted only if agreed in writing or duly executed by the Seller.

3.4 If order confirmations are not objected by the Customer within 3 (three) days, they will be considered definitively accepted.

### **4. QUANTITY AND GOODS COLLECTION**

4.1 Quantities are specified in the order confirmation.

4.2 The date planned for goods collection is stated in the order confirmation by SERVOMECH and is considered an essential term in compliance with the Customer contractual obligations.

4.3 In case of non collection of the goods within said term, the Customer shall not pretend the quantity of goods not collected within expiration date, and the Seller will evaluate the possibility to proceed with a delayed delivery.

### **5. PRODUCT QUALITY AND FEATURE**

5.1 Standard products are listed in SERVOMECH catalogues. Customized products are those described in the specific offer or in the order confirmation.

5.2 SERVOMECH guarantees the products conformity to the specifications scheduled in the order confirmation.

5.3 All the products are tested before delivery and are identifiable through a serial number printed on the identification label affixed on each product.

## **6. PACKAGING**

6.1 Products are supplied inclusive of packaging.

6.2 The products are packaged or supplied with packaging "BOXBOARD WITHOUT PALLET", for which identification please refer to practised seller uses, which do not involve any additional charge for the Customer.

6.3 If the Customer wants the products to be packed in a different way, from the one described at point 6.2, or if it is necessary because of dimensions, or other reasons, concerning typology, quantity or specific needs, parties will agree, before delivery, the specific kind of packaging and prices, fully charged to the Customer.

## **7. DELIVERY**

7.1 Delivery is accomplished, to all legal effects, when the products are delivered to the Customer, or when the goods are delivered to the carrier.

7.2 Products are transported "EX-WORKS" at total Customer's risk, and SERVOMECH is exempted from any liability once that products have been consigned to the carrier.

## **8. DELIVERY TERMS**

8.1 Delivery terms stated in the order confirmation are valid only under normal working condition, except for delays due to events of force majeure for which SERVOMECH may not be held liable.

8.2 The aforesaid terms may not be considered neither binding nor mandatory but are simply indicative, and the Customer can not revoke the order in case of delay lower than 21 (twenty-one) days from the delivery date stated in the order confirmation.

8.3 In no case the Customer will be allowed to pretend indemnities for any direct or indirect damage caused by a late delivery, unless otherwise agreed between the Customer and SERVOMECH.

8.4 If the Customer collects the products from SERVOMECH later than the peremptory term agreed in the order confirmation, 7 (seven) days after the stated term, SERVOMECH will have the right to stop the delivery of other orders; the Customer will also be liable to pay a penalty which is conventionally quantified in an amount of 20% (twenty percent) of contract value, and SERVOMECH will reserve the right to claim compensation for damages suffered because of the delay in goods collection, and the right to terminate the sales contract.

## **9. EVENTS OF FORCE MAJEURE**

9.1 In case of events of force majeure (f.i.: fire, machinery breakdown, interruption of electricity supply, lack of raw materials, stoppage of deliveries, labour disputes, strikes by the manufacturer's staff or facts which, being out of seller control, may paralyse or slow, even temporary, the normal manufacturing or selling trend), SERVOMECH has to acknowledge immediately the Customer.

9.2 Furthermore SERVOMECH will have to communicate to the Customer, if the Seller have to reduce the quantity of purchased goods, or extend the delivery term, or withdraw from the contract without any SERVOMECH's liability.

9.3 When the contract cannot be performed, because of events of force majeure, Customer and Seller will have the right to withdraw from the contract, 60 (sixty) days after the delivery date, renouncing to remuneration, compensation for damages or all indemnities.

## **10. PRICE**

10.1 The prices of payment are those shown in the order confirmation. If the Customer should not receive any confirmation but the order has already been processed, the Seller will apply the prices indicated in the offer.

10.2 Prices will be calculated EX-WORKS, excluding VAT. Unless otherwise agreed, postage, delivery and any other fees or taxes on products are charged to the Customer.

## **11. TERMS OF PAYMENT**

11.1 Unless otherwise agreed, payment will be made at SERVOMECH registered office within the period specified in the order.

11.2 A delay in payments over 30 (thirty) days or a payment made in different ways, will not make Customer free from its due performance, unless SERVOMECH approves.

11.3 Default or overdue payment of the amount by the date agreed in the order will entitle SERVOMECH to request immediately all sums without formal notice, suspending any possible orders in progress or more orders already confirmed, making invoices immediately recoverable, reserving the right to terminate the contract for Customer's fact and negligence, invoking art. 1456 Italian Civil Code.

11.4 In case of delay in payment the Seller will proceed to charge overdue current interests.

11.5 For no reason Customer could suspend or delay payment. Furthermore Customer could not offset the amounts due for products with other credits arising from the order confirmation, or from any other contractual relation between the parties, even if not functionally linked, renouncing by now to any action of covenant, as per art. 1460 Italian Civil Code.

## **12. RETURNS AND CLAIMS**

12.1 Collecting the goods, Customer has to control if quantity and quality of products match with what is listed in the transport document or in the order confirmation.

12.2. Any Customer returns must be previously authorized by SERVOMECH. If the goods were delivered through an agent or dealer, Customer returns can be properly made to them only if expressly authorized by the Seller. Transport costs for returns and delivery of replacement products will be entirely charged to the Customer.

12.3 Claims or disputes will not give right to suspend or delay the payments agreed, or to make any undue compensation with other supposedly claimed credits towards SERVOMECH.

## **13. GUARANTEE**

13.1 The Seller guarantees the products for 12 (twelve) months from delivery, unless otherwise agreed by the parties before the order confirmation. If the Customer wants to object any kind of supposed defects of products, he will have to provide at its own expenses: sending to the Seller office the product for a control, or sending to the Seller a detailed report, including photographs of product, in order to allow SERVOMECH to evaluate the subsistence of the defect objected.

13.2 All above being stated, the Customer must denounce to SERVOMECH in writing, by registered letter, the presence of defects within 8 (eight) days from discovery in the case of hidden faults and within 8 ( eight) days after delivery of the goods in case of evident defects.

Defaulting the communication within said term, the Seller will be free from any liabilities.

If the Seller verify a defects on a product, it will substitute this product or supply single parts which present the defect, or repair the product at his office.

13.3 It is understood that Seller does not guarantee products in case of misuse, negligence or tampering.

13.4 Concerning electrical components (such as electric motors), not produced by SERVOMECH, parties will refer for guarantee to the producer of such components.

13.5 Transport, packaging costs or products spare parts, will be charged to the Customer. Defective or replaced products will become property of the Seller.

13.6 Any delay in providing the guarantee service can not entitle the Customer to the suspension of payments.

13.7 In case of partial or overdue payment or Customer insolvency, the Seller will not be held to guarantee the product.

#### **14. LIMITATION OF LIABILITY**

14.1 SERVOMECH's liability is limited to terms and conditions specified in these general conditions. Therefore direct or indirect damages, resulting from any kind of events, which may occur by use of products, never involve SERVOMECH's liability, regardless of defective product or pre-sales support in choosing the product, unless otherwise agreed in a formal written assignment to SERVOMECH.

14.2 Therefore in no event SERVOMECH's liability shall exceed the products price paid by the Customer.

#### **15. WITHDRAW FROM THE CONTRACT**

15.1 The Seller may withdraw from the contract at any time without any penalty or indemnity, in case of protest of a bill, or existence of disputes, instigation, admonitory, ordinary, insolvency or out-of-court proceeding, attributable to the Customer.

#### **16. TAX DOCUMENTS**

16.1 If Customer needs to transport products out of the European Community, , Customer have to return, within 30 (thirty) days from the receipt of the products , copy number 3 (three) of customs bill of export, or other equivalent document, duly validated by last EU customs, through which product were exported.

In case of Customer default, SERVOMECH have the right to charge to the Customer the Value Added Tax on said transaction, and any penalties or sums of any nature depending on it.

#### **17. DATE AND PLACE OF CONTRACT**

17.1 The date of conclusion of contract is the one stated on the order confirmation.

17.2 The place of contract is seller registered office.

#### **18. LAW AND JURISDICTION**

18.1 Any controversy, claim or dispute arising between the parties in connection with the interpretation ad fulfilment of these general sale conditions will be exclusively referred to the jurisdiction of the Court of Bologna - Italy. These general sale conditions are exclusively governed by Italian Law.

#### **19. PUBLICATION GENERAL CONDITIONS**

19.1 The present general conditions are made public on the website [www.servomech.com](http://www.servomech.com)

#### **20. PROCESSING OF PERSONAL DATA - D. LGS. 196/03**

20.1 The Customer is informed that the owner of the data is the company SERVOMECH S.P.A. sole partner, established in Anzola Emilia (BO), via Monaldo Calari No 1, Tax Code - VAT and registration number in the Register of Companies of Bologna 02848481202. The purpose of data processing are:

- compliance with legal obligations;
- fulfilling the contract
- promotional activity and increased knowledge of Customer needs.

The scope of any communication or diffusion of these data is limited only to SERVOMECH S.P.A. sole partners and to the parties involved in fulfilment sale contract and compliance with legal obligations.

DATE

CUSTOMER SIGNATURE

Customer declares to accept the conditions specified in previous terms of sales for all legal effects of articles 1341 and 1342 Italian Civil Code:

*3. Offers and orders; 4. Quantity and goods collection; 5. Product quality and features; 6. Packaging; 7. Delivery; 8. Delivery Terms; 9. Events of force majeure; 10. Price; 11. Terms of payments; 12. Returns and claims; 13. Guarantee; 14. Limitation of Liability; 15. Withdraw from the contract; 16. Tax documents; 17. Date and place of conclusion of contract; 18. Law and Jurisdiction.*

DATE

CUSTOMER SIGNATURE