

# International General sales and warranty conditions

## Section G Sezione G

### Quotations:

Unless differently agreed, the validity of all quotations is 2 months. The quotations are provided according to the RFQ (request for quotation) which shall contain the complete and detailed specification of the Product, the correctness of which is fully under responsibility of RFQ applicant.

### Orders:

Only official orders issued on the Customer's letter-head are accepted. The Order Confirmation (OC) is issued within few days from the order receipt unless the Products configuration issues arise. The OC shall be confirmed in writing within few working days from the OC date and in all its parts – the product code and description, quantities and price, other specific information, if any. The OC is considered confirmed by tacit approval in case no written confirmation is provided by the Customer within 7 days.

### Production time:

The average production time for the standard Products is normally 3-4 weeks from the OC confirmation date and/or payment receipt in case of advanced payment term. For some configurations of the standard Products the production time can be longer and shall be advised in the quotation and/or in any case in OC. In the period of Christmas holidays and August holidays the days of company closure are excluded from the abovementioned production term. Possible delays due to production picks, do not give the buyer a right to require any kind of penalty or indemnity.

### Delivery terms:

FCA Sovizzo, Italy (Incoterms 2016)

### Packaging:

The products are packed in wooden boxes as a standard packaging. Europallets can be also used on request. The prices and details of the packaging are indicated in the specific section of the Price List.

### Payment terms:

The payment should be performed in terms indicated in the invoice and by wire transfer.

### Prices:

The prices are indicated in the invoice and intended ex-works, unless differently specified, and do not include any kind of taxes, shipment or other type of costs.

### Standard Products orders cancellation:

Modification or cancellation of the orders is accepted only if notified to the Manufacturer in writing and not later than 5 days from the Order Confirmation and in any case before the production of the ordered Products is launched.

### Special execution of customized products:

The Products that are not included in the catalogue or configurations of the products that can not be realized using catalogue, options and accessories brochure and/or online configurator are considered Customized Products.

(a) The Manufacturer is entitled to examine feasibility of Special Execution of Customized Products and define the minimum quantity, production time and eventually other special sales and production conditions issuing thereafter a Special Execution Quotation that shall be confirmed by the Customer in writing.

(b) Once the Quotation is confirmed, The Manufacturer shall realize a Special Execution (SE) data sheet with its unique code for each Customized product. The SE data sheet shall be confirmed in full and in writing by the Customer.

(c) The production time of SE is definitely settled by The Manufacturer and notified to the Customer after the SE data sheet confirmation. As a rule, the production time for SE of Customized products is longer than standard.

(d) The orders of Special Execution of Customized products cannot be cancelled unless special written agreement is made before the production of SE is launched.

### WARRANTY Conditions:

(a) Warranty period is 12 months from the shipment date.

(b) Warranty period could be extended to 18 months prior written agreement of the parties and in any case excluding wearable parts.

(c) Warranty covers only manufacturing defects. Wearable parts (for example, oil seals or lubricants leakages caused by normal wear) and failures due to the wrong assembling by the Customer are not covered by warranty.

(d) This warranty is also void in any case in which the products have been misused, used in improper environment conditions, configured beyond design limits indicated in the catalogue (especially service factor, loads and type of motors) or damaged, even accidentally or whenever installation instructions have not been strictly followed and in case of any natural disasters, in case of negligence of the Customer and the end user.

(e) The Customer is fully responsible to assure the compatibility of applications and correct mechanical couplings and electrical connections with the specifications of the Products according to The Manufacturer catalogues and technical documentation.

(f) The liability of The Manufacturer is strictly limited to the above-stated obligations and it is therefore clearly agreed that The Manufacturer takes no responsibility for any damage to persons and/or property deriving from accidents of any nature that may occur during use of the Products, whether the warranty is confirmed or otherwise, also in cases of the choice of the Product configuration being recommended by The Manufacturer.

### WARRANTY Procedure:

(a) The Customer shall fill in the COMPLAINT FORM and forward it to The Manufacturer along with other relevant information.

(b) The Manufacturer examines the COMPLAINT FORM and confirms or declines the warranty.

(c) The Manufacturer has the right to ask the Customer to send the malfunctioning product back to the Seller for further examination. In case the warranty is not confirmed the Product will be shipped back to the Customer at the Customer expense. If the warranty is confirmed, The Manufacturer shall compensate the shipment costs to the Customer within the limits of the best shipment quotation.

(d) In case the warranty is confirmed the Products shall be substituted at The Manufacturer's expense using ordinary shipment procedure. The express shipment can be used prior the agreement of the parties.

(e) In case the Product cannot be substituted The Manufacturer shall reimburse the value of the Product by issuing of Credit Note or in any other way agreed by the Parties.