



General Term and Conditions of Supply and Sale
September 2018 – R1

1 Scope

- 1.1. Our supplies and transactions are based entirely on the following terms and conditions. We will be bound by deviations and additions only if we have confirmed them in writing renouncing expressly to the corresponding standard term or condition reported in the General terms and conditions of Supply and Sale for the products of ITI Engineering. Any terms and conditions of the buyer are expressly contradicted hereby; they shall apply only if we expressly agree to them in our order confirmation.
- 1.2. Orders of any kind, especially orders received by our representatives or received orally or by telephone, will be accepted by us only provided that the present terms and conditions are accepted by Buyer in their entirety.

2 Proposals and contracts

- 2.1. Our proposals, irrespective of their form of submission, are non-binding.
- 2.2. All agreements will not become binding until they have been confirmed in writing. Should there be contradictory documents relating to an agreement, the contractual test drafted by us will apply. The buyer undertakes to check the confirmation received from us. If not contradicted within eight days of receiving our confirmation, it will be deemed accepted.

3 Non-disclosure, drawings and documentation

- 3.1. The data contained in leaflets, proposals, dimension drawings, data-sheets, price lists etc. shall not be regarded as a Buyer's guaranteed property.
- 3.2. Plans, sketches and other technical documents shall always remain our intellectual property in the same way as samples, catalogues, leaflets, illustrations and the like. Utilisation, reproduction, distribution, publication and presentation is allowed only with our express approval.
- 3.3. We may, at our discretion, affix to the product plates and labels showing our logo and company name, and other references. The Buyer shall not remove such plates and labels, and shall prevent damage to them.
- 3.4. The Buyer authorises the Seller to mention the contractual project in his list of references, also indicating the Buyer's company name, and may add a link to the Buyer's website, on his own website. Likewise, the Seller invites the Buyer to mention the Seller's name on his suppliers list, and to insert a link to the Seller's website on his own website.
- 3.5. Visits to the location of the product, organised upon the Seller's request, shall be allowed and enabled by the Buyer.

4 Prices

- 4.1. All prices are generally to be understood as net prices, excluded value added tax, import or export licences costs, foreign exchange rates variations or other official approvals. We are entitled to revise our price when relevant price increase occurred after signature - such as but not limited to prices of materials, manufacturing, commercial items, services of shipment, erection etc. In case of prices being left open when the contract is signed, the Buyer expressly renounces to discuss and accepts to pay, without any objection, the final price stated by the Seller while performing the contract, at the latest when the goods are ready for dispatch.
- 4.2. Any requests of the Buyer for changes to the object of the supplies must be agreed with the Seller in advance, in writing. Any changes or variations occurring after contract signature, authorize us to review while performing the contract and to modify the price. In any case, the response time to implement the



changes shall be added to the delivery period and shall not be accounted for liquidated damages for delay.

- 4.3. If any new laws or technical regulations come into force after the date of execution of the agreement, which result in a change to the object of the supplies, any additional costs resulting from the change shall be added to the price upon simple notification by us, as well the response time to implement the changes shall be added to the delivery period and shall not be accounted for liquidated damages for delay.

5 Payments

- 5.1. Payments shall be made as stated in our written confirmation of order. Should it not contain the dates for payment, half of the price of contract value shall be paid upon receipt of the confirmation of order and the rest at simple notification by the Seller about the goods ready for dispatch.
- 5.2. In general, if not specified in the proposals, the payment schedule shall be negotiated before contract signing; we assume a down payment upon Order confirmation and cash-flow neutral instalments.
- 5.3. Payments due from the Buyer to us will only be considered to have been made after the amount has been credited to our current account, at the designated bank. Each party shall bear its own banking charges. No cash discount will be granted.
- 5.4. Receipts of payment shall initially be offset against costs (expenses), then interest and finally capital. We may issue deviating declarations within four weeks of receipt of payment. We are entitled to offset even declared payments initially against unsecured and/or the oldest invoices.
- 5.5. Any delay by the Buyer in fulfilling its payment on time will authorise us to charge interests, at the rate determined by the European Directive 2011/7/EC, as enacted at National level and subsequent amendments, unless otherwise agreed between the parties and without prejudice for us to retain the right to take further actions in order to protect our credit. All the legal and procedural costs related to such actions shall be reimbursed by the Buyer.
- 5.6. In the event of late/non-payment by the Buyer during the execution of contract, we are authorised to suspend the current contractual performance. Without prejudice to the foregoing, in the event of a delay in payment of more than 60 (sixty) days, we can terminate the contract by notifying the Buyer accordingly.
- 5.7. The Buyer may not suspend or delay any payments on the grounds of a dispute related to the contract, and the Buyer therefore expressly waives any claim and objection based on non-performance.
- 5.8. No claims made for any reason by the Buyer against us, may be offset or compensated against our claims, unless expressly agreed in writing between the parties.
- 5.9. The Buyer shall make all payments without tax deduction (or withholding taxes), unless required by law. Either of the parties, upon becoming aware of any tax deduction (or that there is any change in the rate or the basis of a tax deduction), shall notify the other party accordingly. If a tax deduction is required by law, the buyer shall provide us with the proof of payment or any other document needed for the recovery of the deducted tax in a form acceptable to the Italian Government and its local government tax administration, collaborating actively with us in all fulfilments required. If a tax deduction is not recovered for any reason by us, the amount of the payment due by the Buyer shall be increased by the amount which (after making any tax deduction), leaves an amount equal to the payment which would have been due if no tax deduction had been required.
- 5.10. If we became aware in any moment of circumstances that in our opinion lower the credit worthiness of the other party to the contract, all outstanding debts will become due with immediate effect. In this case we shall also be entitled to execute remaining deliveries only when payment is made in advance or to withdraw from the contract. The right to return the goods supplied subject to retention of title shall not be affected thereby.
- 5.11. The Buyer commits to provide a full coverage of the contract price, except for the advance payments,

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within 60 (sixty) days from our order confirmation, by issuing a bank guarantee or, if differently agreed, other suitable security in our favour (including but not limited to: insurance guarantee, confirmed letter of credit, confirmed standby letter of credit, direct payment by the lending bank).

- 5.12. The guarantee will be issued by a leading bank, accepted by us, and will be prepared in accordance with the draft pre-agreed between parties. Other forms of guarantee must comply with what was agreed and written in the contract.
- 5.13. The cost for issuing, confirming and, if attributable to the Buyer, the extension of the bank guarantee will be borne by the Buyer; if paid by the Seller, the Buyer shall promptly refund us.
- 5.14. In the event of default or late issue of the bank guarantee by the Buyer, we are authorised to suspend the current contractual performance. Without prejudice to the foregoing, in the event of a non-issue of the bank guarantee for longer than than 60 (sixty) days, we can terminate the contract by notifying the Buyer accordingly.
- 5.15. The Buyer may not suspend or delay the delivery of the bank guarantee on the grounds of a dispute related to the contract, and the Buyer therefore expressly waives any claim and objection based on non-performance.

6 Retention of title

- 6.1. Goods supplied by us shall remain our property until all outstanding debts for any legal reason whatsoever have been paid, at any rate until the subject outstanding debt has been paid. In the case of an open account the retained title shall be regarded as security for our balance claim.
- 6.2. If our goods are processed or combined (integrated or connected) with other assets which do not belong to us, we will acquire joint ownership of this new item in proportion to the value of our goods to that of the other processed integrated items at the time of their processing or integration. Our retention of title similarly extends to the new item.
- 6.3. The outstanding debts to third parties arising from reselling of the reserved goods, no matter whether raw, processed or combined, are now assigned to us by the Buyer together with all accessory rights up to the amount of the outstanding debts owed to us including interest and expenses irrespective of whether the reserved goods are sold without having been processed or combined to one or more buyers.
- 6.4. The buyer shall note assignment of the outstanding debt in his books. He shall further announce his Buyers to us, allow us to inspect his books and provide us with the information and documents necessary for recovery. He shall announce the assignment as and when requested by us to his Buyer. We shall be entitled at any time to disclose the assignment of the outstanding debt to the Buyer.
- 6.5. As long as he does not fulfil his payment obligations to us, the Buyer is entitled, until notice to the contrary, to recover the outstanding debts assigned to us from the subsequent disposal. On the other hand, he is not allowed to possess such debts as a result of assignment. The Buyer is obliged to use the money which he receives from his Buyer as compensation for the goods we supplied to pay the debt still owing to us.
- 6.6. The Buyer shall inform us without delay of any seizure or other detriment to our title to the reserved goods by third parties.

7 Place of performance, place of jurisdiction and choice of law

- 7.1. We fulfil our contractual obligations at the place of our works or storages or at the point from which we ship our goods. The place of performance of all obligations of the Buyer is Cremona – Italy.
- 7.2. The place of jurisdiction for both parties to the contract is Milano - Italy, including actions in summary bill and cheque enforcement proceedings. However, we are entitled to bring an action at the general place of jurisdiction of the buyer. Only Italian law excluding UN law relating to contracts for the international sale of goods shall apply.



8 Delivery period – Contractual Dates

- 8.1. Unless stated otherwise, the delivery period starts from the last event between i) date of our order confirmation and; ii) date of complete technical definition of the project in all its part and; iii) formalization through amendment or update of the contract, of any changes occurred in the project or scope of supply, revision of the price and consequently our new order confirmation. We shall not be bound by delivery periods unless there is an express written agreement to the contrary. They are contingent upon the supply options of our suppliers. However, we will endeavour to keep delivery within agreed periods.
- 8.2. The contractual dates have to be considered binding for us only if explicitly agreed and indicated in the contract as “essential” and if explicitly confirmed as “accepted essential terms” in our order confirmation. In all the other cases they have to be considered as expected and target but not binding for the Seller.
- 8.3. Delivery periods will be extended for us, without releasing the Buyer from his obligations, if the latter or his servant fail to fulfil his obligations to us from a technical, commercial or financial viewpoint such as by failing to provide plans, details, approvals, releases, etc. in good time, by not effecting the advance payments and/or the agreed securities etc. to the extent of the delay incurred thereby; the same shall apply when the circumstances listed in the following hinder performance: industrial disputes and all circumstances independent of the intention of the parties such as fire, mobilisation, seizure, embargo, prohibition of the transfer of foreign exchange, insurrection, lack of conveyance facilities, general shortage of supplies and materials, energy consumption restraints, etc.
- 8.4. Should the Buyer default in accepting timely the engineering, timely updating the contract in compliance with the changes occurred, required and agreed, we may either demand performance or withdraw from the contract by setting an extension of time of 14 days. In case of withdraw from the contract the Buyer shall fully indemnify and keep harmless the Seller for any and all losses or expenses (including, without limitation, any legal costs, financing cost, damages, proceedings, costs, expenses, penalties, lost of profit, legal fees and costs) incurred as a result of its failure to comply with the agreements.
- 8.5. If we are responsible for delay in delivery, the Buyer can demand performance from us and require to agree in good faith a reasonable period of time for rectification of our entire performance. If the extension of time is not met as a result of our negligence and the terms where explicitly defined as “essential” in the contract and our order confirmation, the Buyer can withdraw from the contract in writing with regard to all parts that have not been delivered or that have been notified as ready for shipping but those parts cannot be used by the alternative supplier. We will only be liable for damage caused intentionally or by gross negligence. We have the right to the agreed fee in respect of part deliveries not covered by withdrawal and for the engineering of the project.
- 8.6. Should the Buyer default in accepting, we may either demand performance or withdraw from the contract by setting an extension of time of 14 days. We are entitled to full compensation in either case.
- 8.7. The Buyer is not entitled to delay periods of delivery and delivery dates without our written consent for any reason whatsoever. Should the buyer declare that he wishes to accept the delivery or parts thereof at a date later that agreed, we are entitled to insist on the contract being fulfilled with the contractual obligation to pay by the Buyer. In either case, the Buyer shall be liable for any additional cost incurred, unless some other arrangement has been made, including storage charges.

9 Shipping and transfer of risk

- 9.1. Our obligation to perform does not include packaging. If we have to perform packaging in exceptional instances, this will be done in the normal commercial manner in order to prevent the goods from being damaged in transit to be defined place of destination under normal shipping conditions. Packing materials will be accepted back only by agreement.
- 9.2. Shipping will take place at the risk of the Buyer even when freight and carriage paid delivery has been agreed. We shall be obliged to take out shipping insurance only when this has been agreed in writing. The goods shall be regarded as having been sold ex FCA Works in Cremona.



9.3. Should the buyer desire a special form of shipping or a special mode of conveyance, we will invoice it separately. Delivery vehicles must be able to drive to the unloading point without hindrance and safely. We shall be reimbursed all additional costs and damages, including any claims of third parties, arising from any breaches of the obligation to make land or premises safe for persons and vehicles. The loading and unloading of the modes of conveyance is in any case a contractual accessory obligation of the buyer.

10 Subcontracting

10.1. The Buyer hereby acknowledges and authorises the Seller to rely on third-party subcontractors to carry out certain activities connected to the contract, without the requirement for any further notification to the buyer.

11 Assembly

11.1. Standard conditions of installation are: building site free from pre – existing assets, flat, suitable for the transit and unloading of trucks, positioning of lifting equipment, stable also during raining periods, with full access from all the directions, available storage area within the cranes range, covered storage area for the goods that require such storage specification, 50m of distance from every existing building or technological plant in order to avoid interferences, with a pre-assembly place connected with the main assembly site, all the necessary services guaranteed (security, safety, electrical power and lighting, compressed air, water, logistic, provisional works, services for workers, etc).

11.2. The Buyer undertakes to provide conditions as close as possible to the standard ones during all the phases of execution of the assembly. Every relevant discrepancy will allow us to seek compensation for the extra costs arising from increases of activity, timing and extend the assembly period indicated in the contract consequently. The Buyer renounces to contest to Seller that the real existing condition of the site was known and implicitly accepted by Seller. The Buyer declares to be aware that the price and contractual dates are in any case based on the standard condition indicated in article 11.1.

11.3. The Buyer undertakes to ensure that the building site is free from obstacles, interferences and can be entered without danger so that work can be performed without a hitch and without interruptions for which we are not responsible. Furthermore, work with torches and welding must be allowed on the building site.

11.4. Safety access to the installation site must be guaranteed by Buyer at all times during installation from multiple access points so as to allow work on several alternative working fronts.

11.5. The unloading of parts and their transportation to the place of erection work is not included in the price. The handling shall be organized and supplied by the client. A safe and secured pre-assembly place will be made available.

11.6. The maximum journey from storage point of the parts and pre-assembly point to the point of installation shall be 50 meters. The maximal boom overhang assumed as standard for the lifting equipments is 7,5 meters. The site shall ensure the absence of obstacles for the positioning of the cranes and lifting of the parts.

11.7. The Buyer undertakes to support the erection personnel in their performance of the installation. It is agreed that the ancillary workers will be furnished by the Buyer, they will be made available in the adequate capacity and with the necessary technical qualifications upon the request of the Seller. Agreed instances of provision of material resources shall also be honoured with suitable qualities.

11.8. The Buyer undertakes to obey regulations governing the protection of employees. He shall advise the Chief Erector of existing safety regulations to the extent that they are of importance for the installation personnel.

11.9. If erection work has to be performed while production is in progress, the Buyer shall ensure that the legal safety and protection measures in force at the time have been taken in the production department of the Buyer to allow the Seller's erectors to work without being endangered.



- 11.10. We are entitled to take these measures ourselves should the Buyer fail to take the safety and protection measures despite being requested to do so by us and to invoice the corresponding amount to the Buyer, or, should this not be possible or in the event of gross safety deficiencies, to refuse to perform the erection work either in whole or in part.
- 11.11. The Buyer shall be directly liable to the erectors on the job and also to the Seller for any damages arising from a breach of the above mentioned safety and protection measures and shall indemnify the Seller completely for this.
- 11.12. The Buyer undertakes to confirm the hours worked by the erectors on a weekly basis. This will be used for invoicing purposes and in case of additional work and/or services.
- 11.13. If the assembly has been carried out by the Buyer, he will have sole responsibility for the assembly works and must, on his own responsibility, follow the welding specifications provided, and any other instructions provided by us.
- 11.14. In such a case we will provide a technical advisor to monitor the assembly works, in any case the technical advisor should not be comparable to the construction/works manager. It is expressly agreed that the Seller and his representative may not under any circumstances be held liable for any loss and/or delay resulting from the execution of the assembly works.
- 11.15. The Buyer has sole responsibility of the equipment supplied directly by him or manufactured by him following our drawings and specifications. These shall be carefully checked without delay by the Buyer upon receiving them. If no objection is lodged within eight days of the receiving of such documents, they shall be regarded as approved.
- 11.16. We are in any case not responsible for the incorporation of equipments and goods not directly supplied by us, if not agreed differently in writing. The Buyer has sole responsibility to incorporate our product in the main system and plant.
- 11.17. Should the erection work be delayed due to occurrence of circumstances for which we are not responsible, the term of erection work shall be extended by commensurate time. The costs incurred as a result of the delay shall be borne by the Buyer.
- 11.18. The term of the assembly shall be stated in an erection certificate signed by both parties or automatically correspond with the date of start of any commissioning activity such as but not limited to, electrical test, calibration, alignment of equipments etc.

12 Commissioning – Test Run

- 12.1. The commissioning, when required by contract and nature of the product, will be performed in compliance with the instructions and specifications provided by ITI Engineering and determined by the nature of the product, scenarios of process application and external conditions provided by the project.
- 12.2. The commissioning period indicated in the contract has to be considered as indicative since affected by several conditions only partially determined by the Seller and the product and mainly by the external scenarios of process application and conditions provided by the project and Buyer.
- 12.3. Buyer shall provide all the necessary conditions, services, materials, personnel in compliance with the project and instruction of the Seller in order to perform the start up, commissioning and test run of the product in compliance with the project and instructions provided by the Seller.
- 12.4. The prerequisites for the performance of the commissioning are:
 - Buyer strictly adheres to all the instructions given by Seller in the course of technical planning;
 - The machines and equipment to be procured by Buyer function properly according to Seller's specifications and ensure the specified performance;
 - Installation and start-up of the equipments are carried out under the supervision of and according to



Seller's instructions;

- The equipment is operated and maintained properly according to Seller's instructions;
- Operating, maintenance, supervisory and managing personnel come up to the technical and technological requirements of the product delivered;
- Buyer grants Seller his full support during the entire period of order processing, installation, start-up and optimization.

12.5. In case the conditions are not met for reasons not imputable to the Seller and this effect the performance of the commissioning, the Seller is entitled to demand performance by setting an extension of time of 14 days and in case when this 14 days expire, to suspend the commissioning. In this case the Buyer shall formalize the hand over and recognize the full payment of the price. The Buyer is entitled to require the completion of the commissioning during the warranty period as soon as the conditions are met giving a suitable time necessary to the Seller to organize his staff. The Buyer undertakes to compensate and recognize the costs arising from that.

12.6. The Buyer undertakes to confirm the hours worked by the commissioners on a weekly basis. This will be used for invoicing purposed and in case of additional work an/or services.

12.7. The term of the commissioning shall be stated in a commissioning certificate signed by both parties or automatically correspond with the date when the Buyer starts to operate the product in autonomy.

13 Test run – Acceptance

13.1. Upon completion of commissioning work we are entitled to have the product accepted. This is done by the Buyer confirming on the certificate of acceptance that the system has been taken over in an operational condition. Hand-over shall take place in the presence of both parties to the contract or their appointed servant at the conditions for which provision has been made in the contract.

13.2. Acceptance test has to be agreed in advance and procedures defined in the contract. In case if they are not detailed in the contract, the product powered by electricity is considered as the basic test condition: the test will consist in a time window of 2 hours where the Buyer could perform his tests in contradictory with the Seller. The verification required by the Buyer must comply with the test condition.

13.3. Should the realization work still prove to be deficient at the time of hand-over, the system shall be handed over subject to the elimination of ascertained defects. Hand-over cannot be refused if the Seller acknowledges his obligation to eliminate the ascertained defects in the certificate of acceptance.

13.4. If hand-over or the completion of the certificate of acceptance is delayed, the product shall be regarded as completed one week after the notification of termination of commissioning work.

13.5. In case of dispute the Buyer shall provide to the Seller detailed motivations and suitable proves supporting them, for the delay in accepting the product within one week after notification of termination of commissioning work. The Buyer shall provide the opportunity to discuss in detail and verify in contradictory the compliance of the product to the contract. This contradictory shall take the necessary time and in some cases will involve third parties as technical independent advisors. We are entitled, as the Buyer declares his intention to delay the acceptance of the product and we consider his claim non-motivated, to require the immediate payment of the full price and to apply for and obtain an injunction and other relief to protect our interest. The right to return of the goods supplied subject to retention of title shall not be affected thereby.

14 Warranty and damages; General limitation of liability

14.1. Only ITI Engineering have the option of satisfying claims under the warranty by improvement, replacement or a reduction in price. The Buyer expressly foregoes his right of cancellation of the contract. The Buyer shall furnish the required aids at no cost to us for performing work under the warranty. Should the Buyer fail to meet his payment obligations or should he fail to make available without delay samples of the material that is the subject of his complaint when requested by us to do so, all claims shall lapse.



- 14.2. The warranty period is of 12 months from the time of hand-over or 24 months from the date of the first partial delivery, whatsoever the first that expire, to the extent that special warranty periods have not been agreed for individual delivery items or services. It shall not be assumed that a defect that becomes apparent within six month of the delivery, item or service being handled over existed at the time of hand-over already.
- 14.3. The Buyer shall accurately examine our delivery without delay following its arrival, if needed by consulting experts. Any defects must be notified by the Buyer in writing by registered mail without delay following the arrival of the delivery. Defects which cannot be detected in such examinations, shall be reported without delay after they occur, while processing in any form shall be stopped immediately or else all claims will lapse. We can invoke the plea of lack of notification in a dispute even if we have not pleaded it out of court.
- 14.4. Warranty shall be excluded if the operating conditions, installation and erection instructions or any other directives foreseen by us are not satisfied or the defect is attributable to poor maintenance, repairs or modifications being performed poorly or without our written approval, normal wear and tear, defective operation of system parts not supplied by us, unauthorized commissioning, incorrect details or other specifications submitted by the Buyer. The only properties which can be regarded as guaranteed are those we have expressly guaranteed in writing. We will only be bound by our publicly made statements about the item or properties of samples and specimens made available by us if we expressly guarantee them in our proposal or in our conformation of order. We shall not be bound by statements issued by the manufacturer, importer into the European economic area or by a person who describes himself as the manufacturer in any way whatsoever. Liability of all kinds for our erection instructions shall be excluded.
- 14.5. The assertion of claims under the warranty shall not entitle the Buyer to a plea of non-performance nor in particular to withholding the fee. The warranty period will not be extended, impeded or interrupted owing to the elimination of a defect. Any right of recourse within the contractual chain is expressly excluded.
- 14.6. Claims on us for damages of any kind are excluded unless in case of intent or gross negligence. They shall be limited to the amount shown on the invoice for the goods.
- 14.7. All cases of breach of contract and the legal consequences resulting thereof as well as all claims of the Buyer, regardless of the legal grounds on which they are based, are finally defined and agreed in the contract or in these General Terms and Conditions of sale. In particular, any and all claims for damages, reduction of the purchase price shall be excluded, unless they are explicitly specified in the contract or in these General Terms and Conditions of sale. In no case shall the Buyer be entitled to claims for damages that have not occurred to the goods delivered, such as loss of production or use, lost profit or lost orders, or for any other indirect or consequential damages. We shall not be liable for third-party or consequential damage, nor for pecuniary damage. This exclusion of liability shall not apply to willful intent or gross negligence on the part of the Seller, but shall apply to willful intent or gross negligence of Seller's auxiliary persons and / or representatives. Furthermore, this exclusion of liability shall not apply in case of infringement of mandatory law.
- 14.8. Plans, works certificates, static analysis, parts lists, bills of quantities, etc. shall be carefully checked without delay by the Buyer upon receiving them. If no objection is lodged within eight days of the receiving of such documents, they shall be regarded as approved.
- 14.9. Due to the fact that the contract was entered into without reservation, the Buyer also foregoes all pre-contractual protected obligations on our part to the extent we are not culpable of intent or gross negligence. This shall apply in particular when the contract is awarded in response to a request for proposals in which our goods and services are planned and transferred by the buyer or a third party appointed by him. If goods are produced by us as a result of design details, drawings or models received from the Buyer, our liability will not include the correctness of the design but only the fact that the



performance complies with the details provided by the buyer.

14.10. Claims and damages without prior request to us to eliminate the defect shall be ruled out.

14.11. Claims under the warranty and for damages arising from work which members of our staff or agents are ordered to perform by the Buyer in the course of our contractual work and services but which does not form part of our work and services are excluded in their entirety since our employees count as being temporarily hired by the Buyer in this respect.

14.12. We will handle parts furnished by the Buyer with care but will not accept liability for defects, damage or corrosion.

15 Product liability

15.1. The Buyer declares that all the information and warnings concerning the dangerous nature of the goods are known to him. They shall be regarded as a warning by us. The Buyer undertakes further extensively to warn the other parties to his contracts with regard to reselling and to impose on them the same obligation to warn the others in the contractual chain. Failing which the Buyer will always indemnify us for losses and actions arising from any legal regulation whatsoever. The Buyer expressly waives recourse against us if claim is made on the buyer on account of a fault of our product or the goods supplied by us. If the fault was caused by several parties, the Buyer undertakes first to claim on the other responsible parties. Claims for replacement with regard to material damage shall be excluded. The Buyer undertakes likewise to agree this exclusion with the parties to his contracts and to impose this contractual obligation on other parties to contracts with regard to miscellaneous damages. The Buyer undertakes to take out insurance cover of type and to an extent customary in fair business dealings so that liabilities to pay damages as a result of a fault of a product can be satisfied there from. The Buyer undertakes to claim on this insurance prior to any recourse against us.

16 Termination, rescission and cancellation

16.1. Rescission, termination and cancellation of the contract shall be excluded, unless they are explicitly specified in the contract or in these General Terms and Conditions of sale.

16.2. With exclusion of willful intent or gross negligence on the part of the seller, we are entitled to full compensation for what delivered, ready for dispatch, under production or sub-contracted, services provided and engineering developed for the project. Buyer is responsible to timely collect the goods still not delivered at his own expense. At our sole discretion we can communicate which cost we can avoid depending the state of the production and supplies, contracts with sub-suppliers and/or alternative opportunities of sales.

16.3. With exclusion of willful intent or gross negligence on the part of the seller and cases where termination depend uniquely, unequivocally, unquestionably from relevant responsibilities of the Seller with exclusion of any other possible reason, the Buyer shall fully indemnify and keep harmless the seller for any and all losses or expenses (including, without limitation, any legal costs, financing cost, damages, proceedings, costs, expenses, penalties, lost of profit, legal fees and costs) incurred as a result of the termination, rescission or cancellation.

17 Setting-off and retention

17.1. The assertion of a right of retention to the benefit of the Buyer is expressly excluded. The Buyer is not entitled to set off.

18 Ineffectiveness, additional standards

18.1. These General Terms and Conditions shall remain binding even if individual articles prove ineffective. Any inoperative article shall be replaced by another, operative article coming as near as possible to the intend meaning of the inoperative article of the contract.

18.2. The Buyer declares that having regard to the favourable pricing from his viewpoint there is no disadvantage in respect of any shifting of the legal position arising from these General Terms and Conditions.



18.3. In addition the relevant technical and commercial EU standards or, in the event of there not being any, the corresponding UNI or DIN standards shall apply.