



## TERMS AND CONDITIONS OF SALE

### 1. Introduction

These conditions of sale shall apply to all the TITALIA contracts of sale unless expressly agreed otherwise in writing. Different or additional terms shall be null and void and not binding on seller, but such nullity shall not affect the formation on the contract between buyer and seller on the terms herein set forth, unless agreed otherwise in writing. In the event that one or more clauses of these terms and conditions of sale is/are declared null, all others shall remain in full force. All the sale contracts and this agreement will be regulated by the Italian law and in case of International sale by the Vienna Convention in 1980 concerning the International sale of movable property.

### 2. Offers

All the offers from TITALIA are valid for a period of 7 (seven days) from the date of their issue, unless otherwise expressly stated in the offer. All the offers are subject to prior sale.

### 3. Orders

All the orders shall be binding for TITALIA only if confirmed in writing within 3 (three) working days from the receipt of the order. All the orders received and confirmed by TITALIA shall be binding and no cancellation accepted unless otherwise expressly agreed in writing by TITALIA. Shipment will be subject to a quantity of variation  $\pm 10\%$  (ten), the same to be accepted by the buyer as compliance with the contract and the price shall be adjusted accordingly. The dimensions and the weights indicated on the order acknowledgment are indicative and consider the standard tolerances. Any amendments to the purchase order is subject to the express and written consent of TITALIA.

### 4. Prices

The prices indicated by TITALIA refer to the goods weighed at delivery, tare weight excluded. They are calculated in accordance with the laws, regulations, taxes, contributions, transport conditions and they can be subjected to revisions due to price list revisions, changes or to the addition of material at the delivery. All the goods sold outside CEE shall be considered duty unpaid unless otherwise stated.

### 5. Payment

Unless otherwise specified the terms of payment will be previously agreed with TITALIA as stated on the offers. All the TITALIA invoices shall be paid from the delivery date and/or from the date of the goods collection availability if the buyer is charged with the transport. If the buyer shall fail to make payments TITALIA will be entitled to interrupt the supplies and/or to rescind the contracts and/or to cancel the orders in progress, even if they do not refer to the payments overdue and the buyer shall reimburse TITALIA for all damages. Buyer shall pay the interests on delayed payment on the amount of the outstanding from the due date of the payment and in compliance with Lgs 231/2002. Under no circumstances the buyer is allowed to reduce or to compensate the due amount with possible credits unless previously agreed in writing by TITALIA. As to the payment TITALIA will refer to the art 1193 comma 2. The buyer shall make full payment for all the products also in case of controversy.

### 6. Packing

Unless otherwise specified all prices cover usual standard package procedures for transport by carrier. Special packing shall be asked by the buyer on the order and the buyer shall pay for it and will be responsible for all the damages caused to the material during the transport due to the special packing or to the absence of it as per the purchase requirement. In case of order for less than Euro 1500,00 TITALIA shall be entitled to charge an extra cost as stated on the offer.

### 7. Tests and specifications

The material will be supplied in conformity with the specifications written both on the offer and on the order. Special tests, examinations shall be clearly requested in written by the buyer on both the inquiry and on the order. After TITALIA approval all the costs and surcharge will be debited to the buyer. TITALIA will supply the standard certificate 3.1 in compliance with the standard EN10204.

### 8. Terms and delivery time/Force Majeure

Unless otherwise stated the delivery dates are approximate and they are not guaranteed. Seller shall not be liable in any way for delays in delivery. TITALIA shall not be liable for any damage from delay in delivery and no partial/total cancellation of the order will be accepted. Unless otherwise agreed by the parties TITALIA will deliver the goods Ex Works, as defined in the last updated INCOTERMS published by the Chamber of Commerce.

If seller arranges transportation for buyer such arrangements shall be at buyer's sole risk and expense. TITALIA will not be liable in any way for non-delivery or from any delay due to circumstances or caused by circumstances beyond its control. Under no circumstances will Titalia refund the buyer for damages or otherwise resulting directly or indirectly from the following events, such as: buyer delay in sending the technical data necessary for the goods production or in case of incomplete data, labor troubles, labor shortages, strikes, lockouts, embargos, act of terrorism, any national emergency, unavailability of materials, unavailability of transportation, machinery and plant broke down, raw material shortage or blockage.

### 9. Return of goods

Returned goods shall be in compliance with the last up-to-date INCOTERMS and must be returned as agreed between the parties. Unless otherwise written the standard return conditions are Ex Works at our premises in Brugherio (EXW-Brugherio Incoterms).

### 10. Reservation of the title

In case of partial or total payment after the delivery of the goods Titalia shall retain full ownership of the goods until the payment corresponding to the goods has been made in full, according to art.1523 c.c. TITALIA will be entitled to recover any goods in possession of the buyer which have been sold under reservation of the title. The buyer will be charged with the costs and TITALIA is granted the title to hold any amount of money received as payment as penalty. TITALIA has the right to hold the title over all the goods in possession of the buyer. If the buyer sells the goods to a third party, TITALIA rights will be transferred to the goods price until the full payment.

### 11. Guarantee and Claims

Under condition that the buyer claim is covered by guarantee and reported to the seller as defined here under, TITALIA will repair or replace, at its sole discretion, the defective or faulty goods or a part of them. The buyer shall notify TITALIA the defect in writing, under penalty of decadence, within 8 (eight) days from the delivery of the goods as stated on the delivery note, invoice or order confirmation in case of obvious faults or defects or within 8 (eight) days from the discover of hidden defects or faults. After this period of time the goods are deemed to be definitively accepted. Any claim must be reported in writing to TITALIA in details to fully apprise seller of the claimed defects, of non conformity of the goods within 20 (twenty) days from the date of receipt of the goods. Moreover, on demand, a suitable photo documentation must be included. Incomplete claims will be rejected. Returned products must be in perfect conditions, without tampering signs and kept in good care by the buyer and shall be delivered to TITALIA premises or to any other place indicated by the seller at full costs of the buyer. The guarantee does not cover any damage and/or defects of the products due to faults caused by assembling parts which have been connected or added directly by the buyer. If a claim is partial or totally groundless the buyer shall pay all the costs, fees and other expenses supported by TITALIA (travels, expert reports) for the goods verification. The seller gives no warranty if the products price has not been paid as agreed, also in the case the price is referred to other products, different to the ones for which the buyer complains about. TITALIA shall not be liable in anyway for damages or otherwise resulting directly or indirectly from the defects of the product unless. In any case TITALIA shall not be liable to the buyer for any loss or damages, for example, loss of profit, loss of business connected to the products defects, unless fraudulent.

### 12. Warranties

TITALIA gives no warranty that the goods are suitable for any particular end use. Unless otherwise specified all the tests and the type of tests to be carried out are to be indicated by the buyer or by the designer and the buyer is the only responsible for the end use of the product supplied by TITALIA. The seller, at his sole discretion furnishes technical assistance and information. Under no circumstances TITALIA shall be liable for the end-use or for the assembling of the products. If the supplier is held responsible for the provoked damages he will only replace the damaged material excluding the labour costs, possible worn out parts and any other damages.

### 13. Personal information

Titalia will handle the customers personal information in compliance with the laws, and according to our privacy policy published on our website: [www.titalia.it/contatti](http://www.titalia.it/contatti).

### 14. Jurisdiction

All disputes as to the legality, interpretation or performance arising out of or related to this contract are subjected to the exclusive jurisdiction of the court of Monza also in case of third party intervention or in case of more defending counsels involvement. This contract is governed by the Italian law.

### 15. Privacy

Unless otherwise agreed in writing all the technological, business, commercial information also the patented one will be treated as strictly confidential and shall not be used or released unless in writing specified.

### 16. Miscellaneous

All communications between the parties about the contract must be in writing and sent to the addresses set out on the commercial documents. Failure of TITALIA to enforce any of the terms and condition of this contract shall not be construed as a waiver of any of other terms or conditions herein and the failure of TITALIA to exercise any rights arising from the default of the contracting party or otherwise shall not be deemed to be a waiver of such right or any of other right. This contract cannot be transferred to third parties without the prior written consent of the other party. These terms and conditions of sale are set forth in the Italian language. The Italian version is the only binding one and shall be considered prevailing.