

## GENERAL TERMS OF SALE

- 1) **SUPPLYING VALIDITY** – The supplying is to be considered as perfect only after having been undersigned by the seller. It is regulated both by the specific terms stated in the order acknowledgement and by the following general terms of sale, to which no derogation can be brought, if not expressed and accepted in writing.
- 2) **DRAWINGS AND DESCRIPTIVE DOCUMENTS** – Dimensions, pictures, drawings, prices, conditions of payment and any other element included in catalogues, brochures, circular letters, advertisements, price lists are not binding. These data or elements are to be considered as binding only in case these are expressly declared in the contract.
- 3) **PRICES** – Prices, unless otherwise specified, are to be intended ex works in San Giovanni in Marignano (Rimini). Prices refer to the costs of labor and material known at the order acknowledgement date, therefore they will be susceptible of all variations occurred to the costs during the period from such date to the actual delivery date.
- 4) **PAYMENTS** – Payments are to be effected free of any charges by cash at the domicile of seller on maturity agreed upon. The inobservance of the conditions of payment exempts the seller from any delivery obligation and gives it the right of recovery of its credit, which is considered in this case as by right entirely matured, unless it'd rather settle the contract by confiscating as a penalty the amounts paid by the buyer till that moment. Anyway, the seller can reserve to itself the right of claiming damages. If payments should be delayed in respect to the dates agreed upon, the interests will be charged at the official rate with an increase of 4%. It is expressly agreed upon that the exchange acceptances, the authorized drafts and the eventually renewed – if not paid on maturity – drafts do not derogate from the principle stated in art. 1429 c.c., last paragraph, about the place of payment, which is to be settled at the domicile of seller.
- 5) **PROPERTY** – The products, the equipment or the accessories are to be considered as property of the seller, until the price is fully paid (art. 1523 c.c. and following). The buyer cannot re-sell, give or lend as warranty the acquired products before having paid the supplier for its price. The supplier has to be immediately informed by registered letter of any executive procedure which, at the request of a third party, should affect these products.
- 6) **DELIVERY TERMS** – The place of delivery (also for material rendered free destination) is in any case the seat of the seller. The seller engage itself to respect the delivery times declared on the order acknowledgement, anyway the delivery times are not binding but merely indicative. The delivery times can be conveniently postponed for reasons beyond the seller's and the buyer's control, such as every kind of strikes, fires, floods, lack of motive-power and other causes beyond control. It can be postponed as well in case of delay in concession of licenses from the Authorities, lack of documents or information needed for carrying out the supply or in consequence of modifications requested by the buyer afterwards. Partial supplies are always allowed.
- 7) **PACKING** – Packing is included in the supply and is not accepted as return. Failing specific instructions from the buyer, the seller will arrange for packing according to its opinion. Packing is to be considered executed to perfection if accepted without reserve from the carrier.
- 8) **TRANSPORT** – Goods always travel for buyer's account and risk, even if the delivery is agreed free destination. The buyer can check the goods before collecting them and point out its own reserves. If the delivery of a supply should be party delayed through the buyer's fault, any risk and/or responsibility for keeping the product in a good state pass from the seller to the buyer from the day of the notice that goods are ready, independently on the fact that the right of property is kept or is not kept by the seller. In this case, the seller can ask for the payment of the storage-charges.
- 9) **TESTING** – Before being delivered, the product or the equipment will be tested in the seller's factory. The test will be carried out according to the procedures usually applied by the seller. In case the buyer requires a specific testing, the related procedures should be agreed in writing by the parties and the related testing costs will be charged to the buyer. If the buyer wants to witness the testing, it can ask for a previous advice.
- 10) **RETURNS** – Returns are accepted only if authorized by the seller and carriage-free. Claims must be notified within eight days from receipt of goods.
- 11) **WARRANTY** – Within bounds of what stated in the present article, the seller engage itself to repair all eventual manufacturing faults which may appear during the warranty period. The warranty period has been fixed in 24 months from the shipment date which is marked on each product. The buyer must send to the supplier the faulty part under warranty to be repaired or replaced. The delivery to the buyer of this part, duly repaired or replaced, will be considered as complete fulfillment of the warranty obligations regarding the faulty part foreseen in the present article. A warranty repair does not include the replacement of those components which are subject to rapid and continuous wear due to their intrinsic characteristics. However, if after verification by the seller, such wear was caused by defect of origin of the material or incorrect assembly of the product performed by the seller, then the replacement of such components will also be considered under warranty. The seller will not be responsible for the faults coming from materials or projects supplied by the buyer. Particularly it will not be considered responsible for the faults caused during the transport, by a wrong usage of the product by the buyer (i.e. collisions), usage outside the working parameters, non-compliance with the operating and maintenance instructions prescribed by the seller, or by modifications on the product carried out without the written agreement of the seller, as well as in case of normal deterioration. The warranty is considered void if the product has been previously disassembled/repared by unauthorized personnel. It is expressly agreed upon that the buyer will make no claims for accidents to people or damages to things different from the object of the contract and occurred after the delivery, nor for their missed profit.
- 12) **PROCESSING OF PERSONAL DATA** – In accordance to art. 13 of Regulation (EU) 2016/679, we inform you that your personal data, freely given by you, will be processed by M.T. S.r.l., for the following purposes: customer management, fulfillment of accounting and tax obligations, planning of activities and dispute management. The transmission of data is voluntary, but failure to provide it will not allow our Company to fulfill what you requested. In no case will your data be diffused. Personal data will be transferred to service providers and kept for the time defined by law regarding the keeping of accounting records. Finally, pursuant to arts. 15 and ss. of Regulation (EU) 2016/679, we remind you that for more information or specific requests (cancellation, blocking, limitation, updating, rectification, integration of data or opposition to processing) you can contact the Data Controller, by writing to M.T. S.r.l., Via Casino Albini n. 480, (47842) S. Giovanni in Marignano (RN) - Italy, or by sending an email to [privacy@mtmarchetti.com](mailto:privacy@mtmarchetti.com). The complete information notice on data protection is available at the following link: [www.mtmarchetti.com/en/download.html](http://www.mtmarchetti.com/en/download.html).
- 13) **OBJECTIONS** – For any controversy involving the seller, whether the payment is cash or draft or bank transfer or any other form agreed upon, the competent Authority is exclusively the **Court of Justice of Rimini**.

Signature \_\_\_\_\_

The buyer declares to accept all the terms stated above. He particularly accepts the clauses as per at: **4) Payments 5) Property 11) Warranty 13) Objections**

Signature \_\_\_\_\_