

All supplies made by the Seller will be exclusively governed by the following General Conditions of Sale. Any clause or condition established by the Buyer is null and void when it is contrary to the conditions set out below.

## 1. INVITATION TO PROPOSE THE ORDER, ORDER AND ORDER CONFIRMATION

1.1. The Quotation sent by the Seller, which must contain, among other things, the description, technical characteristics and prices of the goods, does not constitute, in any case, a contractual sales proposal, but a mere invitation to propose the order. The conditions present in said invitation to propose the order are destined to lose all validity and effectiveness after the date of validity indicated, unless the Seller does not receive the Order from the Customer within the aforementioned term.

1.2. Each Order sent by the Buyer is to be understood as an irrevocable purchase proposal.

1.3. The simple sending of the Order by the Buyer will imply, for this reason only, the complete acknowledgement and knowledge by the Buyer of all these General Conditions of Sale, which, therefore, must be understood as fully accepted without limitations and reservations by the Contractors.

1.4. Each Order of the Buyer becomes binding on the Seller only when the latter sends the Order Confirmation to the Buyer (see point 4 for delivery).

1.5. The indications shown on catalogues, prospectuses and price lists do not bind the Seller, which reserves the right to make any changes to its products; therefore, the Seller considers itself bound exclusively by what is reported on its Order Confirmation.

## 2. COMPLETION OF THE ORDER

2.1. The purchase contract is considered completed only with the express acceptance by the Seller, through the issuance of the Order Confirmation.

## 3. PRICING

3.1 The contract prices are those shown on the Order Confirmation, which are excluded from VAT and transport costs.

3.2 Any modification to the contract, requested after its conclusion by the Buyer, will not have value and effectiveness unless accepted in writing by the Seller, with any clarification of the new delivery terms, price and payment methods;

3.3 In the event of significant increases in raw materials and/or goods related to processing, TE.M.A. SPA reserves the right to adjust the sale prices, giving prior notice thereof to the customer;

3.4 The prices communicated by TE.M.A. SPA for items not present in the catalogue or price list, made on request or upon customer drawing, are to be considered valid only and exclusively for the supply subject of the request for Quotation and/or Order, and not for any future supplies of the same items, unless expressly agreed in writing between the parties.

## 4. DELIVERY TERMS

4.1. The delivery terms shown on the Order Confirmation are indicative, and the Seller commits, where possible, to comply with them.

4.2. It is understood that, given the indicative nature of the delivery terms, the Seller in no case can be held responsible for damages, even indirect, that may arise to the Buyer from delays in delivery.

4.3. It remains, however, at the Seller's discretion to extend the delivery period or to suspend the delivery of the material covered by the contract, at the Seller's sole discretion in the following cases:



a) when the Buyer does not comply with the agreed payment conditions or delays the fulfilment of its contractual obligations (such as, by way of example, the sending of advance payments, the creation of guarantees, the issuance and delivery of debt securities, as well as other financial obligations), also relating to previous relations with the Seller;

b) in the event of force majeure or events such as, but not limited to: lockouts, strikes, total or partial, abstentions from work, epidemic, war, requisition, fire, flood, work accidents, interruptions or delays in transport, lack or insufficiency of motor energy and, in any case, in the presence of any other event not dependent on cause attributable to the Seller or its Suppliers;

c) when the Buyer does not provide in good time the data necessary for the execution of the supply and/or the materials that they have reserved to provide to the Seller;

d) when changes have occurred in the Order;

e) in the event of difficulties in the supply of raw materials.

4.4. Any delays in deliveries will not, however, give the right to compensation for damages in favour of the Buyer.

## 5. SUSPENSION OR CANCELLATION OF ORDERS

5.1. In the event of suspension or cancellation of the Order by the Buyer, the Seller may claim the cost of the work and materials calculated pro-rata in relation to the progress of the order; the goods will remain available to the Buyer for 3 months.

## 6. DELIVERIES

6.1. Delivery is, as a rule, established ex-works (EXW) at the Seller's premises.

6.2. In particular, the delivery is intended to be carried out, for all legal purposes, with the communication that the goods are available to the Buyer for collection, or that the same has been delivered to the carrier.

6.3. Once the communication that the goods are ready has been received, the Buyer must promptly indicate the name of the carrier, if appointed by them, who will provide for the withdrawal; the Buyer must also provide insurance coverage for transport.

6.4. In the event of a delay in the collection of the goods, however prepared, for any reason not depending on the will of the Seller, the delivery will be understood as carried out eight days after the communication of availability and the Seller will have the right to proceed with the invoicing and to claim compliance with the agreed payment conditions.

## 7. PAYMENTS

7.1. Payments must be made at the address for service of the Seller and according to the agreed conditions. Any payment made in a different place and manner will not be considered valid and, therefore, will not produce liberating effects for the Buyer.

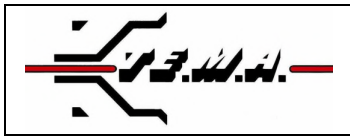
7.2. In the event of late payments at the agreed deadlines, the Seller is entitled to charge default interest pursuant to Legislative Decree no. 231 of 9 October 2002.

7.3. Any claim or dispute shall not entitle the Buyer to suspend or delay payments.

7.4. Any advances received by the Seller are always interest-free.

## 8. SHIPPING

8.1. All transport, insurance, customs, duty, handling and delivery operations are at the expense and risk of the Buyer, who is responsible for verifying the shipments on arrival.



## 9. COMPLAINTS

9.1. Any complaints or disputes by the Buyer about the product supplied must be reported to the Seller, under penalty of forfeiture, within 20 working days from the date of delivery and must be made in writing to the Seller

9.2. Complaints for any tampering or shortages must be peremptorily reported, in writing, by the Buyer to the Carrier, at the time of receipt of the goods and deposit of the goods.

## 10. WARRANTY

10.1 The warranty is limited to the repair or replacement, at the unquestionable choice of the Seller, ex-warehouse indicated by the Seller itself, of the defective parts for ascertained defect of material or workmanship. The replaced parts remain the property of the Seller. However, any other type of compensation and/or indemnity is excluded as of now.

10.2. The warranty is valid for 12 months from the date of shipment, which is responsible for the check in acceptance.

10.3. Parts of the endothermic engine, for which the Manufacturer's warranty conditions apply, are excluded. The warranty does not cover materials and parts subject to natural wear or deterioration.

10.4. Any kind of compensation is excluded; direct and indirect damages can be claimed to people or things (also against third parties), of any nature and kind even for the temporary non-use of the products purchased. The examination of the defects and their causes will always be carried out by the Seller, at its headquarters.

10.5. Expenses (such as, for example, labour, disassembly, reassembly, transportation, room and board) for external intervention of Seller's personnel are borne by the Buyer.

10.6. Products stored, installed, used or maintained negligently or incorrectly or in a manner not in accordance with the Seller's instructions or modified, repaired or disassembled even in part are excluded from the warranty.

10.7. The warranty becomes void in the event that the Buyer fails to comply with any of the contractual obligations assumed, in particular with regard to the conditions of payment.

10.9. Any warranty and/or out-of-warranty repairs must be requested in writing from the Buyer to the Seller.

10.10. For the replaced or repaired parts, and only for them, the warranty period begins again and expires 12 months after the end of the replacement or repair operation.

## 11. RESPONSIBILITIES

11.1. In case of liability of the Seller for defective products, the compensation may not exceed the amount of the purchase price of the same defective products.

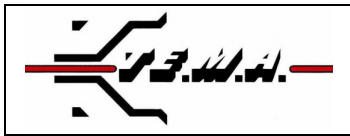
11.2. Any claim for compensation to the Seller or its Suppliers is excluded; direct and indirect damages of any nature such as, for example, loss of customers, turnover, production, profit, image cannot be claimed.

11.3. Any liability of the Seller is, however, excluded if the defects of the product are due, by way of example only, to:

a) incorrect, abnormal use;

b) improper, incorrect or faulty maintenance;

c) use of the product not usual or contrary to the warnings of the Seller or, in any case, different from the one for which it is intended;



e) unsuitable storage.

## 12. RETENTION OF TITLE OF THE PROPERTY. COMPENSATION

12.1. The transfer of ownership of the goods covered by this Sale will only take place after full payment of the agreed price, pursuant to articles 1523 and following of the Italian Civil Code.

12.2. Failure to pay within the established terms, regardless of the amount, will automatically result in the forfeiture of the Buyer from the benefit of the term, with consequent right of the Seller to claim the full and immediate payment, in a single solution, of its entire remaining credit.

12.3. On the other hand, if the Seller prefers, it will be their right to consider the contract terminated by law and, for this purpose, to obtain the immediate return of the material delivered, withholding, by way of compensation, the sum collected, as well as to demand the payment of the remaining sum, subject to compensation for the greater damages.

## 13. . OBLIGATION OF CONFIDENTIALITY AND SECRECY. PENALTY CLAUSE

13.1. The Buyer is obliged to observe the utmost confidentiality on all technical and commercial news received from the Seller in performance of this contract.

## 14. CONVENTIONAL FORM

14.1. This contract constitutes the sole negotiating source for the settlement of relations between the Parties.

14.2. All agreements aimed at derogating, modifying and/or supplementing, even if only in part, these General Conditions of Sale must be agreed upon and proven in writing.

14.3. The Buyer acknowledges that they have received and carefully viewed the technical documentation provided by the Seller, drafted in Italian and English, relating to the purchased material.

## 15. APPLICABLE LANGUAGE

15.1. This contract is drawn up in Italian and in English.

15.2. In case of disputes or doubts in the interpretation of the contract or the technical documentation referred to in the previous article, the Parties agree that in any case, the version drawn up in Italian shall prevail.

## 16. NULL CLAUSES

16.1. The possible nullity of one or more provisions of this contract does not affect, by express and agreed will of the Parties, the validity of the contract as a whole.

## 17. .APPLICABLE LAW, JURISDICTION AND PLACE OF JURISDICTION

17.1. For any dispute relating to the agreement, validity, interpretation, performance and termination of this contract, the Italian governing law will exclusively apply, with exclusive jurisdiction of an Italian court and exclusive jurisdiction of the Court of Bergamo, with the express exclusion of any other and different alternative Court.

*Please note that these General Conditions of Sale can be consulted and downloaded at any time from our website [www.temitaly.com](http://www.temitaly.com)*