

## **GENERAL SALES CONDITIONS / CONDIZIONI GENERALI DI VENDITA**

1. The seller is only bound by his written confirmation of the offer or order. Through this confirmation, the present conditions are applicable. The contractual relation between Parties is governed by present Conditions. Other Conditions or stipulations mentioned on forms or documents issued by the Buyer, are not applicable. Modifications of and additions to present Conditions are null and void, unless agreed in writing with mutual consent.

### **2. Ownership retention**

Title to the goods is transferred to the Buyer once the Seller has received payment in full for a) the goods and b) any other goods or services that the Seller has supplied to the Buyer.

Until such payment has been received in full and title has passed to the Buyer, the Buyer shall:

- a) hold the goods on a fiduciary basis as the Seller's bailee;
- b) store the goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- c) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; and maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

If the Buyer is in default of payment on the due date, the Seller is allowed to recover the goods where they may be located, at cost of the Buyer, whether or not they are already processed. Should the Buyer claim the goods were not delivered, proof is up to the Buyer. In case of default payments from the Buyer, the amounts already paid shall, as compensation, be vested by the Seller who shall not be kept responsible for a compensation whatsoever for the processing of the goods that are not paid for integrally. Notwithstanding the foregoing, if the whole or any part of the goods (whether or not after being processed or mixed with other goods or materials) is resold by the Buyer and delivered to the Buyer's sub-purchaser before the Seller has received payment therefore, then title to that part of the product shall pass to the Buyer immediately upon delivery to the sub-purchaser, but the proceeds of any such sale shall, whenever any sum is due from the Buyer to the Seller, be held in trust for the Seller. All and any agreements the Buyer may have regarding the goods that are not paid for integrally as a collateral security, are not opposable to the Seller. If any payment is overdue, the Buyer becomes insolvent or bankrupt, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, the Seller may, without prejudice to any other remedies to which it may be entitled, terminate all outstanding contracts with the Buyer and the Seller may enter the Buyer's premises to recover all goods of which the property has not passed to the Buyer.

3. Delivery dates quoted by the Seller are given in good faith. The Seller shall not be liable for failure on the specified date or dates. A delay in delivery shall not give rise to a right to compensation of the Buyer, nor the right to end the agreement, unless in case of willful misconduct by the Seller.

4. Any complaints regarding the delivered goods shall be made in writing and within 8 calendar days upon receipt of the goods, at the penalty of inadmissibility. The Buyer may not return the goods to the Seller without its authorization. To the extent that the Buyer provides proof of the inferior or bad quality of the delivered products or an other established error by the Seller, the purchase price of the used quantity of the goods shall be considered as the maximum amount of compensation. The Buyer is not entitled to any other compensation for damages, regardless of the legal basis which he cites.

5. The Seller warrants that the goods delivered shall be of normal merchantable quality unless specifically stated to the contrary and will be suitable for any purpose recommended in its publications or in writing to the Buyer. The Seller's liability is limited to replacement of goods, which do not conform to this warranty. This warranty is the only warranty that is given by the Seller and shall be deemed to exclude all other warranties and conditions whether express or implied, and whether arising by common law, statute or otherwise.
5. Minor differences in color and/or print may not be invoked as a reason for refusal of acceptance of the goods in question nor for a request for price reduction.
6. The responsibility of the Seller under any make-wage contract is limited to the duration of the contract work and/or the cost of the related contract work.
7. All claims of the Buyer against the Seller, for whatever reason, become time barred six months after delivery. This period can not be suspended, and only interrupted by a legal action.
8. Unless otherwise agreed, delivery will be "ex works" at the registered office of the Seller and the prices quoted are prices "ex works" unless otherwise agreed. If agreed upon that the Seller shall organize transport of the goods to the Buyer, the risk of the goods shall be transferred to the Buyer once the goods have been made available for transport by the Seller.
9. Disputes concerning invoices are to be reported to the Seller in writing by the Buyer, no later than eight days after receipt of the invoice, otherwise the invoice is considered to comply with what has been agreed. The Buyer is expected to have received the invoice the third working day after the date of invoice.
10. Unless otherwise agreed in writing, all payments are due within thirty days of the invoice date (without any discount) at the registered office of the Seller and into the bank account indicated by the Seller, unless otherwise agreed in writing. Drawing a bill of exchange or accepting securities do not entail novation or deviation from the current sales conditions.
11. Every outstanding amount shall, at the due date, automatically and without notice of default, give rise to interest, calculated at the reference rate by the European Central Bank, increased with 7 %, with a minimum interest rate of 12 %.
12. In case of failure to pay on the due date, all outstanding sums shall become immediately due and will automatically give rise, without formal notice, to a penalty payment of 10% of the outstanding amount, with a minimum of 50 EUR.
13. The non-payment of one single invoice, makes the outstanding balance of all the other invoices, even those that are not due yet, immediately due.

14. If the confidence of the Seller in the creditworthiness of the Buyer is undermined as a result of acts of judicial execution against the Buyer and/or other demonstrable events which call into question the confidence in the proper execution of the commitments entered into by the Buyer, and/or make execution impossible, the Seller reserves the right, even if the goods had already been dispatched, to suspend the entire order or part of it and demand the appropriate guarantees from the Buyer. If the Buyer refuses to respond to this demand, the Seller reserves the right to cancel the entire order or part of it. This is without prejudice to the rights of the Seller for all damages and interests.

15. In case of unilateral breach of the contract by the Buyer and/or in case of annulment of the contract due to Buyer's fault, the Seller is entitled to compensation for all suffered losses, including loss of profit. If the goods have already been manufactured or if the production has already commenced, the Seller is entitled to claim the purchase and the payment in cash of those goods.

16. All disputes concerning the sale of goods shall be submitted to the exclusive jurisdiction of the courts of the registered office of the Seller. All issues, questions and disputes concerning the relation between the Seller and the Buyer shall be governed by and construed in accordance with the Law applicable in the location of the registered office of the Seller. The application of the Treaty of Vienna on the international sale of moveable goods is expressly excluded.