



## GENERAL TERMS AND CONDITIONS OF SALE

December 2012

### 1. PRODUCTS

The term "Products" as used in these Terms and Conditions means any goods and/or services supplied by Seller to the Customer. All Products sold are subject to terms and conditions as set forth below: different sales conditions to be agreed upon and ruled by specific written contractual variances applicable uniquely for the specific case.

### 2. SALES ORDER CONFIRMATION

All orders – including those transmitted through Agents, Representatives or Appointees of Servotecnica will be binding and the contract finalized only after Servotecnica's sales order confirmation; orders must be received in writing, by fax or e-mail. All orders and commercial commitments received by Servotecnica will be considered irrevocable for 90 days from signature. Servotecnica reserve the right to accept or refuse orders unobjectionably. Should Servotecnica Sales Order Confirmation differ from the order, it will be considered as new proposal.

### 3. CHANGES

Any change to the Sales Order Confirmation conditions shall be made in writing and its validity proved only in writing.

### 4. AUTONOMY OF SALES ORDER CONFIRMATION AND CONTRACT

Sales Order Confirmation shall be autonomous and independent from any other order placed or to be placed between the parties.

### 5. PRICE

Unless otherwise agreed in writing, all prices appearing on Quotations, Sales Order Confirmations or Invoices are calculated Ex-Works Incoterms 2000 Servotecnica, are stated in Euros and refer to the exchange rate Euro/extra-UE currency (ECB rating) stated at the time of the Sales Order Confirmation. Any successive variation of exchange-rate shall entitle Servotecnica to apply same variation to the agreed sales prices when invoicing, all exceptions removed

### 6. TERMS OF DELIVERY

The delivery term assigned runs from Servotecnica Sales Order Confirmation date; in the event the Customer requests particular new additions to the products of the original order after the Sales Order Confirmation is issued, a new delivery term will apply starting from the date of Servotecnica's updated Sales Order Confirmation accepting foregoing additions. Whilst Servotecnica will do its best to implement any promise of delivery time, delivery delay shall not be deemed to be the essence of the contract nor shall delay be a ground for a claim to damages or for cancellation; even in case of delayed delivery Customer is not exonerated from collection and full payment, within the agreed terms, of the products.

In case delivery term should be "products ready" or "Customer call-off", the term "products ready" shall not be peremptory for Servotecnica whilst the term "Customer call-off" shall never exceed 6 months from the date products have been declared ready by the Supplier, unless otherwise agreed in writing between the Parties. Upon expiry of the semester, or other period agreed upon, Servotecnica – even without Customer's approval – will ensure the delivery of the products to the carrier for the definitive shipment to the Customer. In the period between preparation and delivery, the risk of loss, deterioration or damage to the products lies with the Customer.

### 7. DELIVERY

Risks on the products sold pursuant the contract pass to the Customer upon delivery by Servotecnica to the carrier or freight forwarder. The products, appropriately protected and packed, travel at Customer's risk. Special packaging available upon written instructions of the Customer who bears the costs. Customer obliges to verify products upon delivery; the withdrawal of the products by the Customer without immediate complaint to the Carrier releases Servotecnica responsibility in case of damages or losses. Unless otherwise agreed in writing, Customer is responsible for all costs associated with the shipment. In case products are to be held in Servotecnica's warehouse due to late collection dependant on Carrier or freight forwarders nominated by the Customer or pick-up delay directly dependant on the Customer, Servotecnica is entitled – at its option - to either proceed to the shipment or to store products in its warehouse at Customer's risk reserving the right of billing all deposit costs. Failing precise instructions, Servotecnica will deliver through a Carrier or Shipping Agent of its choice assuming no responsibility in case shipment shouldn't be the cheapest or the fastest.

### 8. PAYMENT AND RETAINED OWNERSHIP

The payment terms as contemplated on the Sales Order Confirmation and on the invoice are applicable. Failing such terms, invoices must be paid to Servotecnica upon receipt of notice of default and – in all cases – within max 15 days from date of delivery. For each supply of products, pursuant to and for the purposes of articles 1523-1526 of the Italian Civil Code, Servotecnica retains the ownership of the Products supplied. Customer will purchase the right to property (except for the non-exclusive software in use to run the program supplied) and may dispose of the products only after full payment of the price. Until full payment is made, Customer will have the mere right of holding the product, with the obligation to keep it and not use it in any way. Upon delivery of the products Customer assumes all risks even those due to unforeseeable circumstances, force majeure or any other exceptional occurrences, and agrees to adopt all appropriate precautionary and safety measures to prevent the loss of the products or that they may be damaged. The Customer acknowledges and accepts that the retention of title on Products in favour of Servotecnica, as referred to in this paragraph, is confirmed and applicable to each and every item purchased on the sales invoice. Any payment delay for products already delivered, shall immediately entitle Servotecnica to suspend any other remaining shipment, even if related to different contracts, until the full payment is received; Servotecnica reserve the right of demanding advance payment on any other supply or terminate the contract for default demanding compensation for damages in addition to payment for the products already delivered. In the event of late payment, Customer shall pay interest at the monthly rate of 0,8%. Similarly, if the deferred payment has been agreed with more accruals,

Servotecnica may demand – in case of payment delay of one or more instalments of the agreed price exceeding 1/8 of the total agreed price and in case Servotecnica do not opt to terminate the contract – the settlement of the full price due considering that, failure to pay even one of these accruals, determines the loss of the delayed term's benefit.

4

## **9. WARRANTY**

Servotecnica are relieved of all responsibility for faults and defects of the products delivered if the reporting of defects and faults immediately recognizable is not cleared within 8 (eight) days from receipt of the supply; for the defects not easily and immediately recognizable the eight-day period begins after discovery and, however, shall never exceed the deadline of 12 (twelve) months from the date of delivery.

- 9.1** Servotecnica's warranty covers for the period indicated, all products sold in case of intrinsic defects or poor workmanship; the responsibility of Servotecnica is limited to replacement or, at its option, repair or re-working under the terms specified in the offer. The material must be returned prepaid with a proof of malfunction during the warranty period.
- 9.2** The warranty lies on the correct use and application of the product for the purpose for which it was meant. The warranty does not cover products that have been modified, tampered with or subjected to physical or electrical stress. No complaints of this kind will be allowed unless Customer proves to have previously informed Servotecnica of such modifications and got Servotecnica's written authorization to proceed.
- 9.3** No warranty coverage is allowed in the event the product is to be used for special purposes that are not considered normal use for the type and nature of the product itself, unless the special use destination has not been approved in writing and accepted by Servotecnica
- 9.4** No information, statistic or specifically related to dimensions, outputs, capacity, power, weight, performances and / or similar data, no photographs, illustrations, drawings or diagrams issued by Servotecnica will be considered part of the contract if not part of the Company's official drawings and / or data sheets, and / or manuals or other issued by or on behalf of Servotecnica and are not expressly included in the Sales Order Confirmation.

## **10. DAMAGES**

Except in the case of willful misconduct or gross negligence, no refund will be due from Servotecnica to Customers for damages resulting from use or inability to use the products covered by the Contract.

## **11. PAYMENT OBLIGATION**

Even in case of contestation, Customer's obligation remains to pay the price at the agreed deadlines. In default of payment, no objection can be charged against Servotecnica.

## **12. APPLICABLE LAW AND JURISDICTION OF COURTS**

Interpretation, validity and performance of the contract, as well as any other matter not expressly provided for in these Terms and Conditions of Sale will be subject to Italian law and shall be subject to the exclusive jurisdiction of the Italian Courts. The designated exclusive jurisdiction is the Court of Milano.

## **13. EXPORT RESTRICTIONS**

Customer will not export, re-export or transfer, directly or indirectly, the Products or technical data acquired by the Seller to any Country or user where such export, re-export or transfer is restricted, either by the laws applicable to the Contract by the laws applicable in the Customer's own Country or in force in the United States of America without first obtaining licenses, permits, certifications or Government approvals required. If the Customer resells or otherwise disposes of any Products or technical data of the Contract, he undertakes to comply with any applicable export restrictions.

### **OUR BANKS**

#### **Banca Popolare di Milano Agenzia di Cusano Milanino (MI)**

c/c 6048 ABI 05584 CAB 33080 CIN X  
IBAN: IT81X055843308000000006048

#### **Banca Popolare Commercio & Industria Agenzia n. 6 di Milano**

c/c 10765 ABI 05048 CAB 01661 CIN H  
IBAN: IT37H0504801661000000010765

#### **Monte Paschi Siena Agenzia di Paderno Dugnano (MI)**

c/c 5822.94 ABI 01030 CAB 33520 CIN F  
IBAN: IT12F0103033520000000582294

#### **Banca Intesa Spa Agenzia di Cusano Milanino (MI)**

c/c 10291/26 ABI 03069 CAB 33082 CIN Z  
IBAN: IT73Z03069330820000001029126