

## **"GENERAL SALE CONDITIONS"**

### **O.E.G. S.R.L.**

This document refers to the General Sale Conditions governing Purchasing Contracts between **O.E.G. S.r.l.** (the Seller) and its customers (Buyers) for any kind of product or service.

ORDER: it refers to ordered products and services and possible special conditions governing Purchasing Contracts.

SUPPLY AGREEMENT: it refers to all clauses needed to manage the purchasing agreement based on the kind of supply.

GENERAL SALE CONDITIONS: they are applied to all supplies and they can be derogated from the Contract or Order only where expressly stated. They are an integral and important part of every offer and order's confirmation.

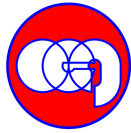
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#### **1) GENERALITY**

- 1.1. The supply is subject to the acceptance of the GENERAL SALE CONDITIONS published on our website: [www.oegsrl.it](http://www.oegsrl.it) and mentioned in the Application Form, that must be returned from the Buyer subscribed for acceptance, possibly with digital signature.
- 1.2. In case of missing return of the Application Form duly signed (mentioned at point 1.1), the Seller will have the opportunity to consider the order cancelled. However the execution of the Contract will be considered as tacit acceptance of the GENERAL SALE CONDITIONS (unless the Buyer has not expressly objected the contests in writing, prior to the execution of the order).
- 1.3. Any condition contained in the order that modifies, contrasts or contradicts the General Sale Conditions will be considered invalid and not applicable, unless the Conditions provide differently. The Seller does not accept verbal agreements or commitments of its employees or representatives: any exceptions to these Conditions must be in writing.
- 1.4. The Seller reserves the unquestionable right to modify, at any time, the Conditions giving express notice to Customers. The order is intended as an irrevocable proposal of purchase, while it must be accepted by the Seller only after the order's confirmation or its execution.

#### **2) ORDER'S PROCEDURES**

- 2.1. All orders must be submitted in writing and have to be complete in each part necessary for a correct identification of required products and services. The Seller will not accept telephone or verbal orders.
- 2.2. The Buyer may request the cancellation or modification of the order, only before its execution, by written communication.
- 2.3. The Seller has the right not to accept cancellations or modifications of the order in relation to the progress of the contract. Modifications and cancellations have to be expressly accepted by the Seller to be valid.

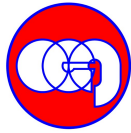


### **3) PRICES AND PAYMENT CONDITIONS**

- 3.1. Offers of the Seller, unless expressly written derogation included in them, have a maximum validity of 30 days from their issues. Upon expiry of the term, offers will automatically expire.
- 3.2. Prices shown in the price-lists and publications are information with no binding value and cannot be considered as an "Offer to the Public". All prices are quoted net of VAT. The Seller has the right to make changes to the price-lists without any prior notice, giving express notice to Customers. Prices confirmed in the order will be those in force after the acceptance of the Order or those agreed in specific Supply Contracts.
- 3.3. Payments must be effected within agreed terms, even in case of delay in delivery or total/partial loss of ordered goods not attributable to the Seller. In case of deferred payments, the missing payment of a single maturity involves the chargeability of the balance of other deadlines, on the grounds of the article 1186 of the Italian Civil Code.
- 3.4. In case of delay to the agreed payment terms, the Seller will automatically apply commercial interests on the grounds and for the effects of the Italian law 231/2002.
- 3.5. In case of delay in payments by the Buyer, high exposure, or decrease in reliance (insolvency risk), the Seller will have the right to:
- demand payment in advance or on delivery, or the presentation of appropriate guarantees;
  - suspend, in whole or in part, the execution of pending orders;
  - withdraw agreed payment's term, requesting immediately pending payments of the Buyer.

### **4) DELIVERY**

- 4.1. The delivery date starts from the day of order's acceptance by the Seller.
- 4.2. The Seller is not responsible for any delay in delivery in case of:
- force majeure or contingencies outstanding, shortage of raw materials, restriction of energy sources;
  - delays depending on the Buyer, in particular for non or late communication of the essential data for the execution of the order;
  - non-observance of payment's term, on the grounds of the article 1460 and 1461 of the Italian Civic Code.
- 4.3. Delays attributable to the Seller may give rise to any compensation, solely in the Supply Contracts where both parties have expressly agreed penalties, and in any case up to a maximum amount equal to the value of the supply.
- 4.4. The Buyer must take delivery of the goods even in case of partial deliveries or subsequent to the agreed date. The Buyer will bear all costs generated by the non-collection of the goods.
- 4.5. In case of modification to the order, which have been agreed to both parties on the grounds of these Sale Conditions, the delivery date will be automatically extended by the time necessary for the execution of the modified order.

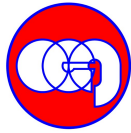


## **5) RESPONSIBILITIES AND REPORTING OF DEFECTS**

- 5.1. Unless otherwise agreed in writing between the parties, the goods will be consigned EXWAREHOUSE of the Seller. The Seller, on the grounds of the article 1510 - paragraph 2 - of the Italian Civil Code, is freed from the obligation of the delivery with the consignment of the goods to the carrier, therefore the risk relating to the transport is borne by the Buyer. In the case of a return, carriage paid, expressly agreed between the parties, shall be the responsibility of the Seller to choose a carrier of its confidence.
- 5.2. Once receipt of the goods, the Buyer is required to verify the quality/quantity as per the order. In case of anomalies/defects found on receipt of the goods, the Buyer may not accept the consignment and immediately communicate to the Seller the reasons for the refusal.
- 5.3. The Buyer must in any case communicate in writing, within 8 (eight) days, non-conformities and defects of the goods. In case of hidden defects, the period mentioned above shall start from the discovery of the defect, as long as the reporting takes place (under penalty of forfeiture), within a maximum of one (1) year from the delivery. The complaint must be made in writing and addressed to the Seller by registered mail. The complaint must indicate all necessary data regarding the consignment: order's no., delivery- note no., invoice no., etc.
- 5.4. The Seller, at its sole discretion and in relation to the state and the type of goods, will be able to:
- supply the missing goods in case of mistake of quantity;
  - repair/replace spoiled goods;
  - issue a credit note and arrange collection of goods.
- Any claim or dispute over the terms expressly indicated in the General Sale Conditions will not be taken into account and goods will be compliant in every aspect.

## **6) WARRANTIES**

- 6.1. The Seller guarantees that the supply complies with the order, the rules and regulations. It is suitable to the required usage and free of defects as to make it unfit for the usage.
- 6.2. Unless otherwise agreed in a separate Supply Agreement signed by both parties, the warranty on the provided product has the specified length of time of **1 (ONE) YEAR** from the date of receipt of the goods.
- 6.3. The warranty is not valid in case of tampering of the goods, deterioration for reasons not attributable to the Seller, usage of goods outside limits of the usual use or established by special rules or indicated in the technical documentation supplied by the Seller.
- 6.4. The failure of the overall system in which goods will be mounted, will not cause liability of the Seller, given that he does not assemble them electrical wiring and further processing (except in case of "turnkey supply").
- 6.5. In case of direct interventions by the Buyer, even during the warranty period, he shall have to refund the travel expenses of the staff.
- 6.6. All warranty services will be suspended, without notice, in the event of insolvency or delayed payments by the Customer.
- 6.7. The Seller and the Buyer explicitly acknowledge the total value of the supply as the maximum limit of financial responsibility of the Seller.



6.8. The Seller declares that he has concluded appropriate insurance policies adequate to cover any liability that may arise in relation to the provided materials.

6.9. The Seller warrants and certifies compliance with all applicable laws and regulations, including the laws issued by the EC, the regulations relating to safety and health in work places, the quality of the environment, marking, etc.

## **7) TERMINATION OF THE CONTRACT**

7.1. In case of missing payment, partial or total, or breach of the present General Sale Conditions, the Seller will be entitled to suspend the supply and the related guarantees, as well as to immediately terminate the subscribed contract.

7.2. The relationship between the parties is terminated ipso jure in case of: -bankruptcy or other bankruptcy proceedings provided by law;  
-the sale of the company or transfer of holdings.

## **8) INTELLECTUAL AND INDUSTRIAL PROPERTY, CONFIDENTIALITY AND PRIVACY**

8.1. The Seller retains ownership of all projects, technical documents and know-how relating to the supply and protected by the law on trademarks and patents.

8.2. The Buyer, its employees, agents, consultants and subcontractors will maintain the confidentiality of technical documents and information received during the supply.

8.3. The Seller guarantees that information and personal data provided by the Buyer will be processed in full compliance with the law in force about the protection and processing of personal data. By the Seller will be collected and stored personal and business data related to the Contract of Sale for the purpose of fulfilling the obligations of the law. In case of refusal to provide personal and fiscal data, the Seller will be unable to supply the required supply.

8.4. The Buyer may exercise the rights referred to the article 7 of italian legislative decree 196/2003. The holder responsible of the treatment of the data is **O. E. G. S. R. L. - Via Pavia 25 - 20835 Muggiò (MB) Italy.**

## **9) JURISDICTION AND APPLICABLE LAW**

9.1. The exclusive jurisdiction for disputes arising from the interpretation and application of these terms and conditions is the court of Milan (Italy).

9.2. The law applicable to the contract is the Italian law.

Muggiò, 23rd June 2016