

## GENERAL CONDITIONS

### PURCHASE ORDERS

The buyer has to send to STRUMENTAZIONE INDUSTRIALE the written order relating to the supply, specifying the type of product requested, the quantity and its exact technical characteristics.

STRUMENTAZIONE INDUSTRIALE, if the order is not fully compliant with the supply conditions in use / offers, will give communication or send back order confirmation duly modified. This communication / confirmation will be considered fully accepted, unless written objections are received within 48 hours. For urgent orders, with delivery the next working day, the dispute must be made within 2 hours from the sending of the order confirmation / communication.

Subsequent changes or cancellations proposed by the customer must be received in writing and will be subject to the unquestionable judgment of STRUMENTAZIONE INDUSTRIALE deriving from the progress of the order itself. To be binding, these changes / cancellations must be approved in writing by STRUMENTAZIONE INDUSTRIALE.

### PACKING

The supplied goods will be packed and packaged according to STRUMENTAZIONE INDUSTRIALE standards, unless otherwise agreed.

### PLACE OF DELIVERY

The goods, unless otherwise agreed between the parties, are delivered ex-works STRUMENTAZIONE INDUSTRIALE (Inverio – Novara - Italy).

If the parties have agreed that STRUMENTAZIONE INDUSTRIALE must take care of transport, the delivery of the goods by STRUMENTAZIONE INDUSTRIALE is considered made with the delivery of the same to the forwarder.

The goods travel at the buyer's risk and peril even if delivered "free at destination".

### TERMS OF DELIVERY

The terms of delivery agreed between the parties are indicative. Under no circumstances delivery terms will be considered essential.

The buyer, therefore, cannot refuse to take delivery of the goods relying only on the delay of delivery itself.

In any case STRUMENTAZIONE INDUSTRIALE will not pay indemnification for any direct and / or indirect damages due to delays in delivery of the goods supplied.

### COMPLAINTS FOR VICES

- a. the buyer is required to report defects of the products and / or equipment provided, no later than 8 (eight) days from their discovery, indicating the nature of the alleged defect and proving the date of installation of the products.
- b. if the buyer does not inform STRUMENTAZIONE INDUSTRIALE of the defect within the terms of this article, he will lose every right to expect that STRUMENTAZIONE INDUSTRIALE will remedy.  
If STRUMENTAZIONE INDUSTRIALE will find equipment defects will, at its option, repair or replace them. If the buyer has sent a complaint of defects and no manufacturing defect of the product or equipment is found, all the costs incurred by STRUMENTAZIONE INDUSTRIALE for the examination of the product will be charged to the buyer.
- c. The material transport to and from STRUMENTAZIONE INDUSTRIALE, carried out as a result of the complaint for defects, will be made at the risk and at the expense of the buyer.
- d. STRUMENTAZIONE INDUSTRIALE is only responsible for vices and / or defects in the products and / or in equipment used and / or installed in accordance with their technical specifications.
- e. STRUMENTAZIONE INDUSTRIALE is not responsible for any defect caused by poor maintenance, assembly not complying with technical specifications or repairs carried out by third parties not expressly authorized by the same or in case that products and / or the equipment have been modified without written consent of STRUMENTAZIONE INDUSTRIALE.
- f. In any case STRUMENTAZIONE INDUSTRIALE is not responsible for wear and / or deterioration of its products and / or equipment resulting from use of the same that does not comply with the indications and characteristics of the product itself.
- g. The responsibility of STRUMENTAZIONE INDUSTRIALE is in any case limited to defects that may occur within a year from delivery.
- h. Any responsibility for STRUMENTAZIONE INDUSTRIALE is expressly excluded for any damage that may derive from the possible defect of the products and / or equipment, including the loss of production, loss of profits and / or any other indirect damage.

### SUPPLY SUSPENSION

STRUMENTAZIONE INDUSTRIALE may suspend supplies also relating to orders for materials already accepted, if the customer has defaulted in the payment of previous supplies or when it is clear that the customer will not be able to fulfill its obligations.

If STRUMENTAZIONE INDUSTRIALE decides to suspend its own obligation it will give written communication to the customer.

After 8 (eight) days from the communication of the suspension if the buyer has not removed the relevant causes, STRUMENTAZIONE INDUSTRIALE shall be entitled to terminate the purchase agreement.

From the date of the communication of the suspension, the terms for delivery will remain suspended.

The fact that STRUMENTAZIONE INDUSTRIALE may, in its sole discretion, decide to initiate one or more supplies even in the presence of situations that would legitimize it to suspend it, will not constitute a waiver, even implicit, of take advantage of this right for other supplies.

### CONFORMITY OF THE SUPPLY EXAMINATION

The customer is obliged to examine the goods supplied to verify compliance with the order both in relation to the type selected and in relation to the quantity, as soon as the goods are delivered.

Any dissimilarities must be communicated to STRUMENTAZIONE INDUSTRIALE in writing not later than 8 (eight) days from the date of delivery, with specific indication of the nature of the non-compliance.

No dispute in this regard can be raised by the customer, even before this deadline, if the material supplied has been installed and / or used.

### TECHNICAL SPECIFICATIONS

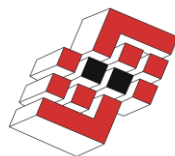
The exact identification of the products and / or equipment required according to their needs is the primary responsibility of the buyer, identifying them with technical specifications of STRUMENTAZIONE INDUSTRIALE products.

STRUMENTAZIONE INDUSTRIALE guarantees the suitability of its products only in relation to the uses expressly indicated in the technical specifications.

STRUMENTAZIONE INDUSTRIALE will not be responsible for any defects of the goods supplied, caused by failure to comply with the technical specifications provided by the same, also with regard to the methods of installation of its products and / or equipment.

In the event that STRUMENTAZIONE INDUSTRIALE is expressly required to cooperate with the buyer for the choice of the product and / or equipment being supplied, STRUMENTAZIONE INDUSTRIALE itself will provide advice but the responsible for the final choice is the buyer. The buyer is obliged to communicate to STRUMENTAZIONE INDUSTRIALE all the elements that may be necessary for the identification of the most suitable product and / or appliance.

If the buyer, for his own unquestionable reasons, determines the purchase of a different product and / or appliance in whole or in part with respect to that indicated by STRUMENTAZIONE INDUSTRIALE, STRUMENTAZIONE INDUSTRIALE cannot be responsible in any way for any unsuitability of the product supplied in relation to the buyer's use.



**STRUMENTAZIONE  
INDUSTRIALE** s.r.l.

**PLACE AND TERMS OF PAYMENT**

The buyer must pay the price of the supply according to the terms and conditions agreed between the parties and, in the absence of such agreements, at the time of delivery of the goods even in the event of delay in delivery or loss and / or damage to the same during transport.

The payment to be valid and freeing must be made at the seller's headquarters and cannot be suspended even in the event that the buyer does not collect the goods made available to him by STRUMENTAZIONE INDUSTRIALE.

**DELAY IN PAYMENTS**

In the event of late payment of all or part of the supply price, the buyer will be required to pay default interest, without the need for formal notice, in the measure of the rate applied by the European Central Bank for refinancing operations.

**JURISDICTION**

For any dispute arising in relation with the supply made, the Jurisdiction of Verbania will be exclusively competent.

By accepting these general conditions, the buyer renounces any own purchase conditions considered individually and as a whole.