

## **IMETECH POWER TRANSMISSIONS SRL**

25080 SOIANO DEL LAGO (BS) ITALY  
Via delle Pozzette 14 - Tel. 0365 500073 - Fax. 030 4077129  
[www.imatech-pt.com](http://www.imatech-pt.com) – [info@imatech-pt.com](mailto:info@imatech-pt.com)  
Cod. Fisc.-Partita Iva-R.I. IT03220350981 - R.E.A. BS515392



# **GENERAL CONDITIONS OF SALE**

## **1) Definitions**

1.1 For the purpose of these conditions of sale (hereinafter, “Conditions of Sale”), the following definitions shall apply:

- «**Imetech Power Transmissions s.r.l.**»: Imetech Power Transmissions s.r.l., via delle Pozzette 14, 25080, Soiano del Lago (BS);
- «**Seller**»: Imetech Power Transmissions s.r.l.;
- «**Buyer**»: any company, body or entity purchasing the Products from the Seller;
- «**Products**»: the goods manufactured, assembled and/or sold by the Seller;
- «**Order(s)**»: each proposal for the purchase of the Products submitted by the Buyer to the Seller by fax, email and web;
- «**Order confirmation**»: any written acceptance of the Buyer’s order sent from Imetech Power Transmissions s.r.l. to the Buyer;
- «**Sale(s)**»: each single sale agreement entered into further to the receipt of the written acceptance of each single Order by the Buyer;

## **2) Purpose**

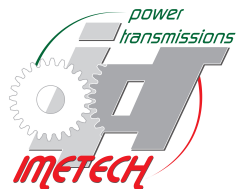
2.1 The present Conditions of Sale shall apply to all the Sales of Products. Should any of the provisions contained in these Conditions of Sale be inconsistent with any of terms or conditions contained in the Order, the latter shall prevail. Imetech Power Transmissions shall not be bound by any possible general conditions of purchase of the Client (hereafter referred to as GCP), notwithstanding whether they are referred to by the Client when placing the Order or in any other document whatsoever coming from the Buyer, without previous written consent by Imetech Power Transmissions.

2.2 The Seller does hereby reserve the right to add, amend or cancel any of these Conditions of Sale it being understood that such additions, amendments or cancellations shall apply to all Sales entered into as of the 30th day following the notification of the new conditions of sale to the Buyer.

## **3) Orders and Sales**

3.1 The Buyer shall send the Seller Specific Orders containing a description of the Products, the quantity requested, their price and delivery terms.

3.2 The Sale shall be considered executed, pursuant to the terms and conditions established in the Order,



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(i) when the Buyer receives from the Seller the Order Confirmation conforming to the terms and conditions of the Order;

(ii) or, if the Buyer receives from the Seller an Order Confirmation with terms that differ from those laid down in the Order, 2 working days following the date of receipt of the confirmation containing the different terms without the Seller receiving any written claim by the Buyer during that period.

3.3 These General Conditions of Sale are deemed to be integrally accepted by the Buyer if within 2 days of receipt the Seller receives no written communication to the contrary.

3.4 Orders regularly accepted by the Seller cannot be cancelled by the Buyer without the Seller's written consent. In the event that the Seller accepts the cancellation of the Order, the Seller reserves the right to invoice the Buyer the costs and any expenses incurred as a result of the cancellation.

3.5 Orders received through agents, collaborators or business agents or similar shall always be deemed to be on approval of the Seller.

## **4) Price of the Products**

4.1 The prices of the Products shall be those indicated in the Seller's price list in force at the time of the placing of the Buyer's Order or, should the Product not be included in the price list or should the price list not be available, that indicated in the Order and confirmed in Seller's written acknowledgment of the Order. Said prices shall be ex works prices, net of VAT and any discount. They shall not cover the packaging, shipping and transport costs from the Seller's premises to the Buyer's premises. These costs shall be separately borne by the Buyer.

4.2 The Seller reserves the right to change unilaterally the prices quoted in the price list without prior notice and with immediate effect in cases where the adjustment is due to circumstances beyond the Seller's control (for example: increase in the price of the raw materials and of labour or changes in exchange rates). In all the other cases, the amendment shall be communicated to the Buyer and shall apply to Orders received by the Seller as of the 3rd month following the date in which the amendments have been notified to the Buyer.

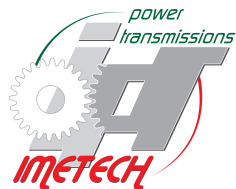
4.2 The Seller shall retain the title to the Products until the entire price for the same Products has been paid. The Buyer shall take all necessary steps under local laws to make the retention of title clause valid and enforceable against any third party, causing registration on any apposite register where a local requirement.

## **5) Payments**

5.1 Unless otherwise agreed upon between the Parties, the Seller shall issue the invoices upon the acceptance of the Order or upon the delivery of the Products at its discretion.

5.2 Unless otherwise agreed, the prices applied are those of the price list in force at the date of Order Confirmation;

5.3 Failure to make payments within the time agreed entitles the Seller to charge the Buyer overdue interests at the rate provided by the Italian Legislative Decree n. 231/02.



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5.4 In the event of instalments, if even one instalment of the payment is not paid at the due time, the Seller may immediately demand payment of the whole price (independently of the conditions laid down in art. 1186 of the Italian Civil Code) and may consider the contract to be terminated due to breach of contract; in such case, the Seller may withhold any amounts received for compensation for damages and may demand the return of any goods delivered at the expense of the Buyer, or suspend the ongoing supplies.

5.5 Under no circumstances may payments be suspended or delayed.

5.6 The ownership of the Products will remain with the Seller until the full payment of the price. The Buyer shall perform all local statutory requirements in order to ensure that the ownership reserve be valid and executable before third parties, also through the registration with specific registers, where so required locally.

5.7 The payment of the price may be accepted by the Seller by assignment of credit with recourse, without novation and without prejudice to the reserved ownership. The Buyer cannot move the goods supplied by the Seller without his prior written consent, neither pledge them nor bid them away, granting the Seller the right to claim them anywhere they are.

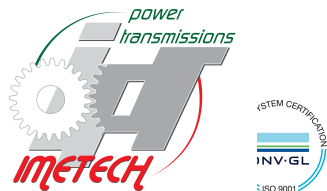
## **6) Delivery terms**

6.1 Except as otherwise agreed upon in writing between the parties, the Seller shall deliver the Products Ex Works its premises, as this term is defined in the INCOTERMS published by the International Chamber of Commerce, in their most updated version at the time of delivery. If required, the Seller shall take care of the shipment of the Products at the Buyer's costs and expenses. In this last case delivery shall be considered to have taken place when the Products are transferred to the forwarder.

6.2 Delivery shall take place within the term indicated in the Order as confirmed in the Order's written acknowledgment or, should the term not be indicated in the Order, within the term of 60 days, starting from the first working day following the acknowledgment of the single Order. The delivery terms are not of an essential nature and do not include shipping times.

6.3 Notwithstanding the terms of section 6.2 above, the Seller shall not be deemed responsible for delays in delivery ascribable to circumstances beyond its control, including but not limited to:

- a) inadequate technical data or imprecision or delays of the Buyer in transmitting to the Seller information or data necessary to the shipment of the Order;
- b) difficulties in obtaining supplies of raw materials;
- c) extra-ordinary workload;
- d) total or partial strikes, lack of electrical power, natural calamities, measures imposed by the public authorities, transport difficulties, act of God, riots, terrorism attacks and all other circumstances of force majeure;
- e) delays of the forwarder.



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The occurrence of any of the events listed above does not entitle the Buyer to claim for any liquidated damages or compensation of any kind.

6.4 The delivery of the Products may be suspended should Imetech Power Transmissions consider that the equity situation of the Customer and/or the amount of the debt are such that they constitute an evident hazard for the payment of the price.

6.5 The Buyer cannot for any reason refuse the delivered goods or claim any compensation.

## **7) Product modification**

7.1 The Seller may make changes to the Product(s) at any moment, after notifying the Buyer thereof, to the extent that the changes do not prejudice the use and the initial operations of the Product(s).

## **8) Non-conformity**

8.1 The Buyer will verify the suitability of the goods to their purpose, taking any ensuing risks or responsibilities.

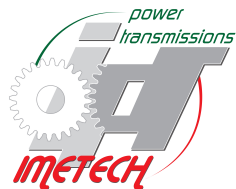
8.2 Any non-conformity of the Products delivered to the Buyer as to the type and the quantity indicated in the Order must be notified to the Seller in writing within five days from the date of delivery. Should the complaint not be notified within said term, the delivered Products shall be considered consistent with the ordered Products.

## **9) Warranty**

9.1 Unless otherwise agreed upon, the Seller warrants that the Products are free of faults/defects (excluded the parts of the Products not manufactured by the Seller) for a period of 24 months from the date of their delivery to the Buyer, unless otherwise determined between the Seller and the Buyer.

9.2 The warranty shall not extend to any Products whose defects are due to:

- (i) careless or improper use;
- (ii) failure to observe the Seller's instructions regarding the functioning, maintenance and the storage of the Products;
- iii) damage to the Product deriving from (a) accidents, abuse, improper use, natural or personal disasters, (b) disassembly, (c) non-compliance with the installation instructions laid down in the specific use and maintenance manual supplied with the Product, (d) negligence and lack of appropriate or reasonable maintenance by the Customer, (e) corrosion by aggressive fluids or frost, (f) unsuitable repairs or improperly installed components, (g) use of non-genuine spare parts or accessories that do not comply with the specifications issued by Imetech Power Transmissions, (h) use of components not supplied or manufactured by Imetech Power Transmissions; iv) any visual imperfections in the surfaces/finishings/painting or visible Product defects that were evident or present at the time of delivery; vi) fluid/lubricant leakage due to the normal wear of the seal rings; vii) Products that are modified, repaired or dismantled even partially by staff that are not authorised by Imetech Power Transmissions; viii) the applications or accessories or



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equipment in which the Products are assembled, used or connected; ix) parts of the Products that are not manufactured by Imetech Power Transmissions.

9.3 The Buyer shall notify the Seller in writing, by using the Seller's Claim Form, of the presence of any fault or defect within 8 days of the delivery of the Products, or, in the event of faults or delivery not detectable by persons of average diligence within 8 days of the discovery of the same. Provided that the claim of the Buyer is within the remit of the warranty, the Seller shall undertake, at its discretion, to replace or to repair any Product or its part showing faults/defects.

9.4 The Products about which the complaint is made must be shipped immediately to the Seller's factory, at the Buyer's costs and expenses unless otherwise agreed upon, in order to allow the Seller the necessary checks to be made. The warranty does not cover damages and/or defects of the Products caused by anomalies caused by, or connected to, the elements coupled directly by the Buyer or by the final customer.

9.5 The Buyer shall in any case forfeit all warranty rights vis-à-vis the Seller if the price has not been paid according to the agreed terms.

9.6 Without prejudice to the terms of article 9.3 above and save for the case of fraud or gross negligence, the Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of any mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits.

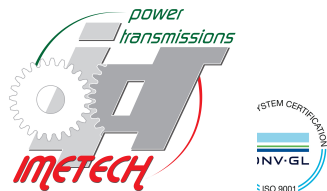
9.7 No guarantee is given herein by the Seller on the conformity of any Product with the law and regulations in a country outside EU or in any Country that does not belong to the EU.

9.8 No other warranties, express or implied, are made with respect to the Products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

9.9 The Product(s) returned to the Buyer from the Seller, according to 9.4, will be checked by the Buyer to determine the extent of the repairs. The Seller will submit to the Buyer by email the results of the check-up and the price of the repairs in order to obtain the permission from the Seller to perform the above mentioned repairs. If, after 30 days, the Buyer does not express any permission to proceed, the Seller shall send the Product(s) back to the Buyer's premises.

## **10) Termination upon breach**

The Seller may terminate this agreement at any time prior written notice to the Buyer, for the breach of the terms expressed in section 5 (Payments).



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### **11) Intellectual property**

11.1 Both parties agree that each of them will own the rights to their intellectual property relative to the Product(s). The Sale of the Product(s) does not imply the transfer to the Buyer of any right of intellectual property owned by the Seller.

### **12) Data Protection Law**

12.1 The personal data of the Buyer shall be processed in accordance with the Italian data protection law (Legislative Decree 196/2003). The Seller informs the Buyer that the Seller is the data controller and that the Buyer's personal data shall be collected and processed for the only purpose of the performance of this agreement.

12.2 Pursuant article 7 of the Italian Legislative Decree 196/2003, the Buyer has the right to ask to the Seller the updating, amendment, integration, writing off and transformation in anonymous form of its data.

### **13) Applicable law and jurisdiction**

13.1 The Seller is legally domiciled at its own head offices.

13.2 Notwithstanding the section 9.3 above, the Seller reserves the right, when bringing legal action as plaintiff, to take such action at the Buyer's place of residence, in Italy or abroad.

### **14) Legal domicile**

14.1 These Conditions of Sale as well as each single Sale shall be governed by and construed in accordance with Italian Law.

14.2 All disputes arising from or connected to these Conditions of Sale and/or with each Sale shall be subject to the exclusive jurisdiction of the Court of Brescia.

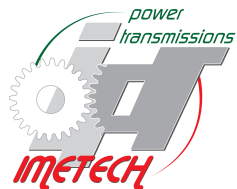
### **15) Final Provisions**

The present General Conditions of Sale have been drafted in both Italian and English languages. In case of problems of interpretation the Italian version shall prevail.

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*(Buyer's Signature)*

### **16) Restrictive Clauses**



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16.1 The Buyer hereby accepts the following restrictive covenants according to artt. 1341 and art. 1342 Italian Civil Code: 4) Price of the Products, 5) Payments, 6) Delivery Terms, 7) Product Modification, 9) Warranty, 11) Intellectual Property, 13) Applicable Law and Jurisdiction, 14) Legal Domicile.

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*(Buyer's Signature)*