

**1. GENERAL PROVISIONS**

The commercial relations between COSTRUZIONI ELETTROMECCANICHE P. TORRESAN (TORRESAN) and the Buyer are governed by the following terms and sale conditions and are regulated by Italian laws and by the Vienna Convention on Contracts for the International Sale of Goods of 11.4.1980.

**2. CONTRACT REVIEW**

Any order, order proposal or supply request sent to TORRESAN, involves the application of these General Conditions. The Parties may waive them only in writing and, even then, these Terms and Conditions will continue to apply in the parts not waived. Any terms and conditions of the Buyer shall not apply, even in part, unless expressly accepted in writing by TORRESAN.

**3. ORDERS**

Orders properly confirmed with Order Acknowledgment, will not be subject to cancellation by the Buyer. TORRESAN can interrupt the product delivery, up to its unquestionable opinion, in these conditions:

1. Not respect of the terms and the conditions of sale by the Buyer;
2. Buyer's statement of assets and liabilities put the payment at risk;
3. Transfer of business or transfer of the business-unit by the Buyer.

Any change to the order, must be previously approved in writing by TORRESAN, which reserves the right, to increase the selling price.

**4. ORDER ACKNOWLEDGEMENT**

Orders will receive a written Order Acknowledgment within 2 working-days - except during Company closing. The order confirmation contains all the terms of the contract and will be the reference.

**5. TECHNICAL DOCUMENTATION AND CERTIFICATIONS**

Technical documentation is available on website [www.torresansrl.it](http://www.torresansrl.it) or may be sent to Customer up to request. Certifications should be specified in the order. Unless otherwise stated, TORRESAN reserves the right to modify the internal construction of the product in order to improve performance and reliability. In such a case, the technical documents are updated but product code remains unchanged

**6. PRICES**

The prices of the products shall exclude any statutory VAT (Value-Added-Tax). All quoted prices do not include transport costs, ancillary and supplementary costs which will be quoted and invoiced to the Buyer

**7. PAYMENT TERMS**

Payments must be carried out before shipment or according to the terms agreed in writing between the Parties in the order confirmation. The payments must be carried out within according to the terms even in case of delivery delay or in case of loss of the goods not imputable to TORRESAN.

**8. GOODS PROPERTY**

The goods supplied will remain under property of TORRESAN until the full payment even if the products has been already mounted or installed in other products owned by the Buyer or third parties.

**9. DELIVERY**

TORRESAN is committed to respect the delivery dates without prejudice of the ordinary tolerance margins. The goods are delivered ex - works (EXW) except for written agreements specified in the order confirmation. TORRESAN is not liable anyway for delays caused by transportation, customs operations, strikes, natural disasters and/or all other unforeseen incidents outside TORRESAN responsibility. In such cases, order cancellation will not be accepted.

The Buyer should always take in charge of the supplied goods in case of partial delivery and/or after the delivery time.

The Customer who has not taken in charge the goods shall be charged by all expenses that may result. TORRESAN, without prejudice to refund rights of those expenses, will be allowed to ship the goods, in the name and behalf of the Buyer, at Buyer's expense and to the Buyer's address.

In case of order modifications - agreed between the Parties - the delivery time will be automatically extended by the necessary time required to make the modifications and will be re-issued a new order confirmation.

**10. GOODS STORAGE**

In case of not respect of the collection date, TORRESAN reserves the right to keep the storage of the products with effective billing, payment terms and immediate transfer of each risk without further authorization request to the Buyer,.

**11. RISK TRANSFER**

TORRESAN, should be considered free from any delivery-obligation with the transfer of the goods to the carrier. In any case, goods are shipped at the sole risk of the Buyer.

The Buyer should check quantity, conformity, type, packaging and report any defect within 10 days upon taking possession. Any claim beyond the term indicated is not taken into consideration and the goods will be regarded as fully approved and accepted.

**12. TERMS OF WARRANTY**

TORRESAN guarantees that goods are free of defects and comply with the technical specifications. The products are guaranteed for a period of 12 months from shipping-date. During this period, warranty is limited to defects resulting from design, materials or construction. It does not apply in case of improper use or unsuitable environment installation, inadequate maintenance or storage and/or if the product has been altered or repaired without the permission of TORRESAN. In any case, TORRESAN will not proceed with replacement or free-repair of the goods if:

- Buyer do not notify the defect within 10 days, upon taking possession;
- the product has been altered;
- the product has been sent not using original/proper packaging and/or suitable transportation;
- Improper use or installation of the product.

In such cases the repair/replacement, resulted as out of warranty, is totally at Buyer's charge.

All warranty claims issued by the Buyer, should be automatically suspended in case of not respect, fully or partially, of terms and conditions fixed in this contract by the Buyer.

**13. MATERIAL RETURN AUTHORISATION**

Only after the confirm of the return material authorization, the Buyer will provide with sending, at his own expenses, the defective product(s).

The Buyer should notify the defect, Transport, Document Number and Invoice Number. The material should be properly packaged and shipped to TORRESAN

**14. LIABILITY**

TORRESAN does not know and will not be responsible for the practical use of the products by the Buyer. TORRESAN will not be liable for the use of the products and the suitability of the product for

the use and practical purpose the product is bound to, be the product used individually or in connection with other products outside and/or inside complex systems. The Buyer freely chooses the product from the Seller's range and will have to verify the connection and functioning of the product inside the systems and complex equipment the product will be implemented in. The Seller will be exclusively responsible for the proper functioning of the supplied products in accordance with the characteristics indicated. TORRESAN's responsibility is limited to the replacement and/or fixing and/or refund of the invoiced DAMAGED product. Apart from the abovementioned liability, the Seller will in no case be deemed responsible for any direct and/or indirect and/or subsequent damage deriving to the Buyer or to any third parties due to defects of the product, including production losses, damage to things, people or others.

**14. CONTRACT TERMINATION**

In the event of non-payment or partial payment or breach by the Customer of the selling conditions, TORRESAN may suspend the delivery of goods, even under different contracts and / or immediately terminate the contract.

The contract shall be deemed terminated in the case of:

- Declaration of bankruptcy of the Buyer;
- Application for admission to the composition procedure of the Buyer;
- Application for admission to the controlled administration by the Buyer;
- Liquidation of the Buyer.

**15. APPLICABLE LAW**

Any dispute arising between the parties in connection with interpretation, validity or performance of the present General Terms and Selling Conditions shall be of the competence to the Court of Milano - without any prejudice to indicate other Courts by TORRESAN - and shall be governed by Italian Laws

Sesto San Giovanni, 01 January, 2013

Pietro Italo Torresan  
Amministratore Delegato  
TORRESAN S.R.L

**BUYER**

The Buyer The buyer declares to have read and approved, specifically, the number of clauses 3 (customer orders), 6 (conditions apply), 8 (delivery), 10 (transfer of risk), 11 (Warranty) 13 (liability), 15 (rescission), 16 (dispute Settlement).

The Buyer