



## General terms and conditions

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**Emission date: March 1<sup>st</sup> 2014**

### **1) GENERAL**

The Customer, by sending the purchase order, accepts without exceptions, these general supply terms and conditions, which must be considered as an integral and essential part of the signed contract. Moreover, the sale contract is perfected with the acceptance of the Customer's order by T.Q.M. Itaca Technology srl. Any agreements not in accordance with these terms and conditions is effective only if expressly accepted and confirmed in writing. Possible technical modifications proposed by the Customer after the conclusion of the contract could be subject of negotiation between the Parts. The Customer undertakes to observe any limitations imposed by law or by contract to the Seller. Offers have a validity of sixty (60) days unless different written indications. These general supply terms and conditions are valid until the next edition, or until the next circular letter.

### **2) ORDERS**

In order to avoid misunderstandings and mistakes, T.Q.M. Itaca Technology srl accepts verbal and telephone orders only if followed by a written confirmation. Complaints and/or objections coming from deliveries related to orders received not in written will not be accepted, and it will be at discretion of T.Q.M. Itaca Technology srl accept or not modifications or cancellations of the order according to the project progress state.

### **3) PRICES**

Except for different written agreements, the stipulated prices must be intended Ex Works from T.Q.M. Itaca Technology srl. So, any cost for shipping and special packaging will be charged to the Customer. In addition to the shipping costs and the special packaging costs, spare parts, substitution out of warranty, mounting, start-up, training courses and any other service and accessory costs are not included in the total price of the order. Prices are net of any tax, possibly imposed on the contract. T.Q.M. Itaca Technology srl is free to modify its supply conditions if its performances become prohibitively expensive after sensitive and unpredictable fluctuations in the prices of raw materials, or in cost of Manpower, or in currency exchange.

### **4) CONDITIONS OF PAYMENT**

Except different agreements with the Customer, payments must be done within thirty (30) days from the date of the invoice. Commercial invoices not disputed within eight (8) days from their reception, will be considered as definitively accepted.

In case of payments not made on time according to the agreed date, the Customer must remit to T.Q.M. Itaca Technology srl overdue interest calculated in accordance with the Italian Law (D. lgs. 231/2002).

For any reason, Customer is not authorized to make a reduction on the agreed price, if not after prior written agreement with T.Q.M. Itaca Technology srl. In case of serious breach of contract and/or of extended delay, and/or of overexposure, T.Q.M. Itaca Technology srl has the right to undertake precautionary actions which will be considered most appropriate. It will be understood that any complaints or objections do not give the right to the Customer to interrupt or to delay the



## General terms and conditions

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payment of the Goods subject of the objections.

### 5) DELIVERY TERMS

Except different agreements, the supply of goods is Ex Works (Incoterm 2010). Risks and ownerships pass to the Customer at the moment of the withdrawal of the goods in T.Q.M. Itaca Technology srl.

### 6) WARRANTY

All goods before the delivery are subjected to strict controls and are guaranteed free of defects of material or of manufacture. T.Q.M. Itaca Technology srl guarantees the good quality and the good construction of all goods of supply, and it commits itself to repair or to substitute free of charge, in the shortest possible time, the defected parts of the goods in warranty which will return in T.Q.M. Itaca Technology srl in free port.

The indication of the failure must be prompt. The returned goods must be accompanied with a document containing the indications with the purpose to identify the original supply (No. of the document of transport, No. of the purchase order, etc...) and with a brief description of the fault found.

For "Defective goods in warranty" means all those goods which, during the warranty period, for causes preceding the delivery, like bad mounting, defective components, imperfect execution, result partially or totally unusable, only if it doesn't depend on faults caused by Customer's inexperience or negligence, by tampering, incorrect use, incorrect observance of mounting and use specifications/instructions.

The standard period of warranty is fixed in twelve (12) months from the date of delivery of the good at the Customer's plant, regardless of the fact that the Customer uses or not the object of the Supply.

### 7) LIMITATION OF LIABILITY

Except for cases of wilful misconduct or gross negligence, in any case T.Q.M. Itaca Technology srl will be responsible for:

- indirect, consequential, incidental or punitive damages.
- damages for production standstill, loss of earning or income and loss of financial interests.
- loss or damages to property or coming from demands made by third party.
- damages suffered by Customer's customers.

In case T.Q.M. Itaca Technology srl was considered responsible for partial or total non-fulfilment of its obligations coming from the contract, the total compensation due to Customer must not in any case exceed the 10% of the price of the product which caused the damage.

No responsibility will be ascribed to T.Q.M. Itaca Technology srl for non-fulfilment of contract commitments, caused by force majeure events.



## General terms and conditions

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### 8) INTELLECTUAL PROPERTY

The Customer undertakes to respect the rights of intellectual and industrial property concerning the products of T.Q.M. Itaca Technology srl, like also trademarks or distinctive signs used by the same, applying and making applying the set provisions, avoiding and preventing any type of actions, also made by third party, which can violate them, and therefore the Customer undertakes for him and for any third party with access to T.Q.M. products, by way of example:

- not to copy, duplicate, reproduce, divulge, in any form, products or applications made by T.Q.M. Itaca Technology srl of any type and sort;
- not to copy, duplicate, divulge, in any form, software programs supplied or licensed by T.Q.M. Itaca Technology srl.

In any case of violation by the Customer of the commitments expected in this clause, T.Q.M. Itaca Technology srl reserves the right to start appropriate legal actions.

### 9) PARTIAL INVALIDITY

In case of one or more clauses of these Conditions are or become null and void, other clauses remain completely valid. Any null clause will be substituted by a valid one which approaches the most possible to the aim of the null clause.

### 10) PRIVACY

All supplied data are considered confidential. Customer agrees the eventual communication of personal data to third parties who supplies other services connected to the activity made by T.Q.M. Itaca Technology srl for the execution of the contract. In any case, T.Q.M. Itaca Technology srl undertakes to manage the treatment of the personal data according to the European and Italian law on Privacy.

Both Parties undertake to maintain strictly reserved and confidential all information that a Party will give to the other for the execution of the contract, and they abstain from use them for aims extraneous to the object of the supply.

What above doesn't apply to information which are in public domain or available for one of the Parties without the violation of the obligation of confidentiality or whose revelation is demanded by regulation of Law or Stock Market or Authority orders.

### 11) SUSPENSION / RESOLUTION

T.Q.M. Itaca Technology srl an, at its discretion, proceed to suspend the execution of the Supply, when:

- Customer is in late with the payment beyond thirty (30) days from the date when the credit is become payable;
- Customer does not perform the necessary obligations so that T.Q.M. Itaca Technology srl can, in its turn, perform the Supply. By way of example: failure to deliver of the drawings and/or parts necessary for the execution of the Supply.

In these cases, Customer will sustain all additional costs coming from the suspension.

In cases of Supply suspension decided by the Customer, he must send to T.Q.M. Itaca Technology srl a notice at least sixty (60) days from the expected delivery date, with an indication of the presumed date of the



## General terms and conditions

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resumption of works.

obtain, in this case, the redefinition of the contract timetable and the recognition of the deriving supplementary duties.

months, T.Q.M. Itaca Technology srl can terminate the contract, having the right to receive the payment of the sum for the works already done, the costs actually sustained and documented, the materials already stocked and directed to the execution of the Supply, the systems already assembled with an increase of 10% by way of loss of earning in addition to all other suffered damages.

Without prejudice to the above, T.Q.M. Itaca Technology srl can totally or partially terminate the contract, according to art. 1456 c.c., by the means of a written communication which must be sent thirty (30) days notice,

when:

- Customer is put into liquidation, or, is subjected to bankruptcy proceedings of any type or in extraordinary administration or the same Customer presents request of admission to this procedure;

- Customer is in late with the payment beyond thirty (30) days from the date when the credit is become payable;

- in all the other cases expected in these General Conditions.

In case of resolution of the supply Contract, Customer must return all he has already received and not yet paid within the terms contractually provided.

## 12) FORCE MAJEURE

No responsibility will be charged to T.Q.M. Itaca Technology srl for the non-fulfilment of the contract commitments, due to force majeure events, like: strikes, protests, wars, revolts, extraordinary events, natural disasters.

## 13) COMPETENT COURT

The Court of Brescia shall have exclusive jurisdiction over any disputes relating to the Terms and Conditions mentioned above.

All relationship and legal acts between the Customer and T.Q.M. Itaca Technology srl will be exclusively regulated by the Italian law.