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## **TERMS AND SALE CONDITIONS**

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## 1. PURPOSE

The present "General Conditions of Sale" (hereinafter referred to as "Conditions of Sale"), shall apply and shall govern all supplies of "M.T. MOTORI ELETTTRICI" products with "M.T. MOTORI ELETTTRICI" label and / or directly commercialized by "M.T. MOTORI ELETTTRICI" , and cancel any clause or term agreed upon by the Customer which have not been accepted by prior consent in writing by "M.T. MOTORI ELETTTRICI Srl".

### 1.1. MODIFICATION OF THE CONDITIONS OF SALE

"M.T. MOTORI ELETTTRICI SRL" reserves the right to modify, add, delete any part of these "Conditions of Sale", which will be deemed to apply to all orders received after the date of Customer's notification.

## 2. GENERAL DEFINITIONS

For a better understanding of these Conditions of Sale, we define the following terms:

- **"M.T. MOTORI ELETTTRICI"**: M.T. MOTORI ELETTTRICI Srl, Via Bologna, 175 (S.S. N. 568) 40017 SAN GIOVANNI IN PERSICETO (BO) - ITALY
- **"Products"**: All goods manufactured, assembled, commercialized and / or sold by M.T. MOTORI ELETTTRICI Srl.
- **"Customers"**: All companies legally established and / or legal entities buying goods, products or services from M.T. MOTORI ELETTTRICI SRL
- **"Orders"**: Each offer to purchase goods, products or services sent by the Customer to M.T. MOTORI ELETTTRICI Srl and confirmed for acceptance with an "order confirmation" directly from M.T. MOTORI ELETTTRICI Srl
- **"Trademarks"**: All trademarks owned or of which M.T. MOTORI ELETTTRICI Srl is licensee.
- **" Patents and Intellectual Property "**: all rights related to the protection of their own Know - How, covered with Italian and international patents for inventions, trademarks, models, designs and products for which M.T. MOTORI ELETTTRICI SRL holds and owns the rights, whether registered or under registration, including any other form prescribed by the International laws.

## 3. REFERENCES

This document is an integral part of the "PRICE LIST of M.T. MOTORI ELETTTRICI", a copy of which could be request to our sales department.



## 4. OFFERS AND ORDERS

### 4.1. OFFERS

On customer request, M.T. MOTORI ELETTRICI directly or through its own sales network, will submit a written proposal for the products required by the Customer. The offer shall not be binding for the Customer and will have a 30 (thirty) days validity. After this period the offer is void and upon Customer request M.T. MOTORI ELETTRICI will submit a new proposal. M.T. MOTORI ELETTRICI written offers are intended for the receipt and viewing of the Customer, and disclosure of the offer with competitors could render the offer null and void.

### 4.2. ORDERS

All purchase orders of "M.T. MOTORI ELETTRICI" products must be formalized in writing by the customer, on his own letterhead and sent via mail, fax or letter directly to the references mentioned in the offer, making sure to add:

- Offer reference number,
- Product Code,
- Product Description,
- Required Quantity,
- Prices and Terms of Delivery.

An "URGENT" production option **may be agreed case by case with the sales department of M.T. MOTORI ELETTRICI**. To accept the urgent production option, Customer must state in writing, requesting URGENT option, and consider standard shipment of urgent orders to be either 5 (five) or 6-9 (from six to nine) working days from the date of M.T. MOTORI ELETTRICI's acceptance of order, depending on availability at order time. Such urgent orders will be charged an additional **15% (fifteen percent) or 7% (seven percent)** respectively, calculated on the total EX WORKS value of the order.

#### **ATTENTION!!!!**

**Urgent orders, once acknowledged by M.T. MOTORI ELETTRICI, are non-cancelable and may not be modified.**

### 4.3. ORDER CONFIRMATION

M.T. MOTORI ELETTRICI will acknowledge the Customers Order via e mail or on request by fax to the address specified by the Customer. All Orders to be performed are subject to the Terms and Conditions Agreed to between the parties.

The Customer will have two (2) days to review the acknowledgment for errors or inaccuracies to notify M.T. MOTORI ELETTRICI for correction, after these two (2) days the Order will be considered acknowledged by the Customer and can no longer be contested or canceled.

## 5. PRICE OF THE PRODUCTS

All prices listed on the sales orders, and on offers, refer to the Price List of "M.T. MOTORI ELETTRICI" valid at time of their transmission to the Customer.

If the product is not mentioned on the Price List of "M.T. MOTORI ELETTRICI", its value will be the one agreed to between the parties in writing.



Unless differently agreed, the prices indicated on the sales order of M.T. MOTORI ELETTRICI will be calculated on ex-works basis, VAT and Discounts excluded.

These prices do not include any costs for packaging, shipping and transport from M.T. MOTORI ELETTRICI warehouse to the Customer premises, which will be paid separately by the Customer.

M.T. MOTORI ELETTRICI will retain the ownership of the Products sold to the customer until their complete payment. Because of this saving clause of ownership, the Customer is due to carry out all formalities required by law, and if necessary, to make such a constraint valid and enforceable against all third.

M.T. MOTORI ELETTRICI reserves the right to modify the prices of the price list, unilaterally and without notice, with immediate effect, if the adjustment is due to unexpected changes in market conditions, in raw materials or in exchange rates. Each modification will however be noted and indicated on the Order Acknowledgement and will apply to the next order.

## **6. SHIPPING AND TRANSPORT**

Shipments will be handled by national and international carriers specified by the Customer, if specific instructions are not included, they will be at M.T. MOTORI ELETTRICI's discretion. Where shipment is made at M.T. MOTORI ELETTRICI's discretion, carrier choice will be made based on convenience and delivery terms assured by the carriers. Goods are sold to Customer and considered EX-WORKS (see 6.PRICE OF THE PRODUCTS) , all transportation expense, loss, damages, or delays to be the risk and responsibility of the Customer and their carrier, and not subject to M.T. MOTORI ELETTRICI warranty written or implied.

## **7. TERMS OF DELIVERY**

Delivery terms mentioned in "M.T. MOTORI ELETTRICI" Order Confirmation are considered agreed upon and to be honored bearing unexpected events outside "M.T. MOTORI ELETTRICI" control, in example:

- a) The Customers delay of technical or administrative information necessary for the timely dispatch of the products.
- b) Difficulties in the acquisition of raw materials required to manufacture M.T. MOTORI ELETTRICI products.
- c) Total or partial labor strikes, natural disasters, transportation difficulties or other circumstances beyond M.T. MOTORI ELETTRICI control.
- d) Delays due to third parties or to be inbound shipping company

The occurrence of some of the events listed or other not listed, do not entitle the customer to claim any compensation or claim for damages.

## **8. PAYMENTS**

Unless stated in writing and agreed upon, "M.T. MOTORI ELETTRICI" will invoice the Customer on Confirmation of Order for Customers with Prepaid Terms, or at time of shipment for the Customers with NET trade credit terms. Payments are to be made in EURO, except where specific commercial agreements are made in alternative currencies. Payments must be made within the stated NET terms offered at time of Order Confirmation, regardless of outside claims or conflicts.

Delay or missing payments outside of the agreed terms will afford M.T. MOTORI ELETTRICI the right to suspend any delivery of products, services, and any pending orders, as well as require the Customer to pay



interest on past due invoices, as provided by law, to the extent determined by the ECB rate + 7% (seven percent).

NO claim or dispute can justify the suspension, delay, or non-payment of invoices due.

### **8.1. CLAIMS AND / OR DISPUTES**

Each complaint or claim must be transmitted in writing to "M.T. MOTORI ELETTRICI", directly to the e mail address [info@electrimotorsmt.com](mailto:info@electrimotorsmt.com).

Any claim relating to defect must be reported in writing to "M.T. MOTORI ELETTRICI" within 10 (ten) days of the receipt of the product.

If a defect is noticed or occurs after the delivery date, it must be reported in writing to M.T. MOTORI ELETTRICI within 5 (five) days of the date the defect was detected, and always within the 1 (one) year warranty provided for M.T. MOTORI ELETTRICI products.

Transportation costs are borne by the Customer unless otherwise agreed to by M.T. MOTORI ELETTRICI and the Customer.

### **8.2. NON-COMPLIANCE**

Any non-compliance with either product or its quantity found to be different from what is stated on Order Confirmation, must be reported in writing to M.T. MOTORI ELETTRICI or its Agent, no later than 5 (five) days from the delivery date of the material.

With no notification made after this time, the products will be considered complying with the order acknowledged to the Customer and shall no longer be contested to M.T. MOTORI ELETTRICI. Transportation costs are borne by the Customer unless otherwise agreed to by M.T. MOTORI ELETTRICI and the Customer.

### **8.3. RETURN OF MATERIAL**

No goods or materials can be returned without "M.T. MOTORI ELETTRICI" prior written authorization. Materials received without authorization and written report from the Customer, as required in point 9.1 & 9.2, and fully authorized by "M.T. MOTORI ELETTRICI", will be returned to the sender at the senders expense for all transportation and customs fees, unless otherwise agreed to between the parties in writing.

### **8.4. PRODUCT WARRANTY**

"M.T. MOTORI ELETTRICI" guarantees its products, as provided by law, for a period of 1 (one) year from the date of invoice. This guarantee will be valid for all "M.T. MOTORI ELETTRICI" products, where construction, installation or design defects will be detected and will lead to "M.T. MOTORI ELETTRICI" the burden of replacement or repair of defective parts at its discretion without any other burden or responsibility or charges for any direct and / or indirect damages or expense.

"M.T. MOTORI ELETTRICI" warranty is void if repairs, changes or alterations are carried out on the product without the written consent of "M.T. MOTORI ELETTRICI", and only valid with the original nameplate which is found on all "M.T. MOTORI ELETTRICI" products.

The negligent or improper use as well as failure to observe regulations governing the utilization, maintenance and storage of products, will result in the immediate loss of this guarantee. The product, covered by the warranty, will have to be returned to "M.T. MOTORI ELETTRICI" free of charge, as indicated in point 9.3, with all transportation costs borne by the Customer unless otherwise agreed between the parties in writing. The product or component replaced under warranty, if it is defective, will belong to "M.T. MOTORI ELETTRICI".



The warranty will not be valid for products that are not paid in full, according to the conditions and terms agreed, and for the amounts due per relevant invoice.

“M.T. MOTORI ELETTRICI” provides no guarantee as for the conformity of their products with the standards and regulations of Countries or States not belonging to the European Community.

## **9. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS**

M.T. MOTORI ELETTRICI is the sole owner of its brands, and the Customer will refrain from the use of them without prior authorization or register similar ones and/or brands that are easily confused with M.T. MOTORI ELETTRICI's brands. Every use of M.T. MOTORI ELETTRICI brands requires the authorization in writing by M.T. MOTORI ELETTRICI, both in terms and form, according to instructions agreed with the owner of these trademarks.

All Intellectual Property Rights are the complete and exclusive property of M.T. MOTORI ELETTRICI and their communication or use under these “ Terms of Sale” does not product any right or claim to the Customer, which is obliged to refrain from acts or request to question the Possessory title and Property.

## **10. DISPUTES AND CONTRACT TERMINATION**

All disputes due or related to these "Terms of Sale" and / or any sale, are subject to the exclusive jurisdiction of the Competent Court of Bologna (ITALY).

### **10.1. TERMINATION ART.1455C.C (ITALIAN CIVIL CODE)**

“M.T. MOTORI ELETTRICI” may terminate, pursuant to art. 1455 of the Italian Civil Code, at any time by written notice to the Customer, the single sale in the event of breach of the obligations as set out in paragraphs 6 (Product Price), 9 (Payments), 10 (Trademarks and Intellectual Property Rights) .

### **10.2. TERMINATION ART- 1461 CC (ITALIAN CIVIL CODE)**

“M.T. MOTORI ELETTRICI” will be entitled to suspend, pursuant to art. 1461 of the Italian Civil Code, at any time by written notice to the Customer, all current obligations arising from the sale of the products, in the event that the financial conditions of the Customer would become and/or result to call into serious doubt the natural acquisition of expected offset.

“M.T. MOTORI ELETTRICI” may consider any additional guarantees proposed by the Customer, such as insurance on outstanding obligations.