

## General Conditions of Sale In.Tra.Flex

### I. CONTRACTUAL PROVISIONS

1. These General Conditions may be found on the website [www.intraflex.it](http://www.intraflex.it).
  - a. Except as otherwise specifically agreed, our General Conditions shall govern all the present and future contracts of sale with In.Tra.Flex Industria Trasmissioni Flessibili SpA. General Conditions of the Purchaser may not be applied, unless expressly accepted in writing. In this case, however, the general conditions of the Purchaser shall not prejudice, unless otherwise agreed in writing, the effectiveness of the present General Conditions, and need to be coordinated therewith.
  - b. The term “Products” means the goods being object of the individual Contract of sale governed by these General Conditions (hereinafter called “the Contract”).
2. Any reference made to trade terms (EXW, FOB, CIF, etc.) is intended to be made to the Incoterms of the International Chamber of Commerce, as in force at the date of conclusion of the Contract.
3. Together with these General Conditions, every contract between the Parties is governed by the Italian Law. If the Purchaser’s registered office is abroad, by the United Nations Convention for the International Sale of Goods, signed in Vienna on April 11, 1980, unless differently stated in the Contract or in these General Conditions.
4. The acceptance of a Contract by the Purchaser entails her adhesion to the present General Conditions. If the Seller issues an order confirmation, even after the conclusion of the Contract, any terms that imply modifications or additions to the Contract, which may be included in the order confirmation, will be applied provided that the Purchaser does not object in writing promptly.
5. Except for clause I.4 here above, any modification of the Contract terms must be agreed between the Parties in writing.

### II. PRICES

1. Unless otherwise agreed, prices are to be considered Ex-Works at Seller’s premises, standard packing included. Unless otherwise agreed in writing, special packing required by the Purchaser, insurance, transport, as well as any other services or accessory costs, are not included in the price.
2. The prices are to be considered as not including VAT, taxes or duties of whatever type that may apply to the Contract.

### III. CHARACTERISTICS OF THE PRODUCTS – TOLERANCES

1. Data or information about technical features and/or technical specifications of the Products shall be binding only if they are expressly referred to in the Contract. Failing an express agreement on particular specifications, the Seller’s standard specifications shall apply.
2. The Seller does not warrant the characteristics and the specifications of the goods made and obtained by the processing of the Products for two reasons:
  - The characteristics of the products are measured on specimens made according to standard methods. Consequently, the typical values obtained may not be in accordance with the values measured on the goods made by the Purchaser;

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- The processing operations carried out by the Purchaser on the Products are completely beyond the Seller's control.
3. Any quality difference that exists within the tolerance parameters conforming to usages of the branch or to practices established between the Parties will be considered as conforming to the Contract. As for quantities, unless otherwise agreed, tolerances of 10% are allowed.

#### **IV. QUALITY CONTROL – CERTIFICATIONS – INDUSTRIAL PROPERTY RIGHTS**

1. Any engagement of the Seller to carry out quality control operations required by the Purchaser as well as any obligation undertaken by the Seller in the framework of the certification of the Product and/or of the production process must be agreed upon in writing or expressly referred to in the Contract.
2. The Seller declares that, as far as he knows, the Products do not break any patents, trademarks or other industrial property rights belonging to third parties, but cannot exclude with absolute certainty that such a situation might exceptionally arise, particularly in countries other than Italy. When such violation is claimed by a third party against the Purchaser, the latter shall give the Seller prompt written notice of the claim and the Seller will take reasonable steps in order to solve the problem. The Seller has no liability anyway for any costs or damages that the Purchaser may suffer as a consequence of any infringement of patents, trademarks or other industrial property rights belonging to third parties, except in the case of Seller's fraud or gross negligence.

#### **V. DELIVERY TERMS**

1. If the Seller expects to be unable to deliver the Products at the agreed delivery date, he shall inform immediately the Purchaser in writing and, if possible, shall indicate the foreseen delivery date. It is agreed that only if the delay exceeds sixty days, the Purchaser may terminate the contract with respect to the Products that have been delivered late by giving a twenty days' notice to the Seller. This must be communicated in writing.
2. The Seller is not be liable for any delay due to force majeure (as defined at IX) or due to acts or omissions of the Purchaser, like the absence or the delay in communicating data that are necessary for fulfilling the order.
3. If the Seller is liable for the case of delay in delivery, the Purchaser may (upon written notice to the Seller) ask for compensation for the actual and proven damages, within the maximum amount of five percent of the price of the Products which have been delivered late.
4. Except for the case of fraud or gross negligence of the Seller, the payment of the amounts indicated in art. V.3 excludes any further claim for damages arising from non-delivery or delay in delivery.
5. In case of cancellation of an order by the Purchaser, the Seller is entitled to compensation with respect to the damages arising therefrom. With respect to Standard Products (i.e. products that can be sold to other customers), the Seller agrees to request compensation for damages only in particular cases (e.g. if the Seller was forced to sell the Products to another customer at a lower price than the one agreed with the Purchaser). With respect to Special Products made at Purchaser's requests, the latter shall pay the agreed price at the agreed date. Such amount will be kept by the Seller, after deduction of the damages suffered by the Seller, as advance payment for future orders by the Purchaser.

## **VI. DELIVERY AND SHIPMENT – RESERVATION OF TITLE**

1. Unless otherwise agreed, any supply shall be deemed to be made Ex-Works at Seller's premises even if it is agreed that the shipment has to be carried out totally or in part by the Seller.
2. The risks shall pass to the Purchaser when the Products are handed over to the first carrier at the Seller's premises.
3. Any complaints concerning packing, quantity or outward features of the Products (apparent defects) must be notified to the Seller, by registered letter with return receipt within eight days from receipt of the Products; failing such notification the Purchaser's right to claim the above defects will be forfeited. Any complaints relating to defects that cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) must be notified to the Seller by registered letter with return receipt within eight days from discovery of the defect and in any case not later than six months from delivery; failing such notification the Purchaser's right to claim the above defects will be forfeited.
4. It is agreed that any complaints or objections do not entitle the Purchaser to suspend or to delay payments of the Products as well as all the payments of any other supplies.
5. The Products shall continue to be property of the Seller until the complete payment of the price. Such reservation of title is also extended to the goods made from the Products to the extent admissible under the applicable law.

## **VII. PAYMENT CONDITIONS**

1. Payment should be made within the agreed term and in the agreed currency. Considering the compulsory provisions under Legislative Decree no. 231/2002 and its further modifications (transposition of the Directives no. 2000/35/EC and no. 2011/7/EU), in case of delay with respect to the agreed date, the Purchaser shall pay the Seller, starting from the date when payment was due and with no need for any intimation to the Purchaser, interests determined pursuant to Legislative Decree no. 231/2002, including compensation of recovery costs incurred by the Seller due to the Purchaser's late payments. Any delay in payment lasting longer than fifteen days shall constitute a serious breach and shall entitle the Seller to terminate the Contract and to request the return of the Products at Purchaser's expenses, in addition to liquidation of damages.
2. The Purchaser is not entitled to make any deduction or set off from the agreed price (e.g. in case of payment made before the agreed date) unless previously agreed in writing with the Seller.

## **VIII. GUARANTEE**

1. The Seller commits to remedy any defect or non-conformity of the Products, for the cases when he is liable, occurring within six months from delivery of Products, by replacing the Products that have proved to be defective according to the terms described below, provided he has been informed timely about such defects as per art. VI.3. In case of defective Products, the Purchaser shall put aside the doubtful goods and refrain from using them, and shall invite the Seller to verify the alleged defects. If the Products are proved to be defective (as a result of a test run by an independent laboratory), and provided the Seller appears to be liable for such defects, the latter shall replace the defective Products as soon as possible. The Seller will not accept any complaint concerning Products that have not been stocked in proper place and appropriate conditions or with non-original packaging. All costs for transportation of the Products that have to be replaced and of the replaced Products will be at the Seller's charge.

2. The Seller does not warrant that the Products conform to special specifications or technical features or they are suitable for a particular use, unless such characteristics have been expressly agreed upon in the Contract or in documents attached to the Contract. Owing to this, the Purchaser hereby declares that it has correct and full knowledge of the characteristics and specifications of the supplied Product. The Purchaser declares that it has checked and tested the Product concerned, also considering the particular use the Purchaser intends to make with the Product, and to consider the Product suitable for such use. Hereby, the Purchaser releases and holds the Seller harmless from any liability thereof and indemnifies the Seller from any damages or prejudice, also deriving from third parties' claims.
3. Except for the case of fraud or gross negligence of the Seller, in case of defects, lack of quality or non-conformity of the Products, the Seller's only obligation is replacing the defective Products. It is agreed that the above mentioned guarantee (i.e. obligation to replace the Products) is in lieu of any other legal guarantee or liability with the exclusion of any other Seller's liability (both contractual and extra-contractual) that may arise from the Products supplied (e.g. compensation of damages, loss of profit, etc.).

#### **IX. FORCE MAJEURE**

1. Both parties shall have the right to suspend performances of the contractual obligations when such performances become impossible or unduly burdensome because of events beyond their control, such as strikes, sabotages, fires, wars, riots, embargo, energy black-outs, delay in delivery of components or raw materials. These circumstances, occurred before the conclusion of the Contract, will give the right to suspend the performance only if their consequences on the performance of the Contract could not have been foreseen upon conclusion of the Contract itself.
2. The Party wishing to make use of the present clause must promptly communicate (in writing) to the other party both the occurrence and the end of such force majeure circumstances.
3. If the suspension due to force majeure lasts more than one hundred and twenty days, each party shall have the right to terminate the present Contract by a thirty days' written notice to the counterpart.

#### **X. JURISDICTION**

1. The Courts of Lecco (Italy) shall have exclusive jurisdiction with respect to any dispute arising out of or in connection with the Contract.
2. However, the Seller is entitled to commence legal proceedings at the Courts of the other party.