



G.V. STAMPERIE SPA

Stampaggio e lavorazione metalli non ferrosi
forging and machining of non ferrous metals



GENERAL CONDITIONS OF SALE

Article 1 - The contract is considered completed and the production / processing of goods will start only after receipt by the customer acceptance of our order confirmation and our general conditions of sale. Acceptance may be express or implied; it is considered tacit when the customer has not revoked or amended order confirmation after 5 days from receipt thereof.

Article 2 - These terms and conditions govern all supply relationships between the parties. Any general terms and conditions of the customer shall not apply, even partially, unless our written acceptance.

Article 3 - All delivery times are approximate, ruling out the possibility of deadlines or essential. Any delay in delivery will not therefore constitute grounds for termination of the contract or to claim damages.

Article 4 - In cases of delays in preparation of the material or delivery, caused by reason of force majeure or difficulty in processing especially for new products, the delivery of the goods shall be extended for a period equal to that of the event that caused the delay, without any liability by our side. Constitute cases of force majeure or events beyond our control: suspension or limitation of energy supply, fires, floods, tornadoes, earthquakes, epidemics, lack or shortage of raw materials (including reduction of import from abroad prepared by the Italian authorities or their countries of origin), lack or shortage of labor, strikes and/or riots, even if corporate failures or work of plant and machinery for maintenance / storage, total or partial interruption of transport of materials arrest or reduce the production. This list, however, is merely indicative and not exhaustive.

Article 5 - In case of sale clause with carriage paid (eg CPT or equivalent), the customer, except in special cases agreed with our company, will not be entitled to the payment or the compensation for the transport if he decides to pick up the goods by its own means or otherwise at his expense. Shipments at destination, unless otherwise agreed, the goods travel at the risk of the customer, our company remains exempt from any liability by the simple delivery of the goods to the carrier. (incoterms code : CPT) .

Article 6 - The customer is obligated, upon receipt of the goods, to check the number of parcels, the quantity and quality. If the customer wants to make a complaint, it must be made in writing and brought to our knowledge within eight days from the receipt of goods. In cases where the customer has used the goods or has otherwise worked / changed / altered without advance so that we can not carry out the necessary checks on the same, it will lose the warranty and can not longer raise any complaints or bring legal action to our company.

Article 7 - If the goods does not meet the specifications laid down by the rules or by the specifications, and in any case within a maximum period of twelve months from delivery, our company may, at its discretion, replace at his own expense the non-conforming goods, or withdraw it at his own expense crediting the invoice price, less any credit notes. These actions exclude all other rights of the client in relation to the non-conformity of the goods



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purchased and compensation for any damages related. Every action taken by the customer, without our express written permission, with the aim of eliminating the alleged non-compliance found will not be refunded in any way by our company.

Article 8 - If required in the offer or in the confirmation order, the customer must recognize to our society a "Cost contribution feasibility study" in the face of :

A) all expenses incurred by our technical department for the industrialization of the ordered products. A significant part of these costs is for the feasibility study and for the design of the equipment needed for production;

B) the costs incurred by our company to provide the following services:

- The use of that equipment exclusively for the customer who has recognized the contribution ,
- Maintenance of these equipments in efficiency and always ready for use, by means of ordinary and extraordinary maintenance.
- Makeover free equipment in case of breakage and / or exhaustion.

Equipments remain in any case of our exclusive property; if the customer wants to purchase the exclusive property, we will formulate on offer. The customer has the opportunity to put at our disposal the equipment requested for production, behind and with our specific charge of its design and any additional costs of "adaptation to the production".

Article 9 - Any agreed discount is referred only to the industrial cost (cost of production/packaging/transport). The discount does not apply to the portion of the cost related to the raw material, as it is not linked to productivity, production efficiency, but subject to the performance and changes in market prices can not be attributed to our company .

Article 10 - Payments must be made in the place where we have our head-office, even if agreed by the bank receipt. In the event that the customer does not make payment within 10 days from the due date of the invoice will be charged default interest equal to the official discount rate plus 3% , in addition to compensation for the damages and expenses incurred in the insolvency .

Article 11 - Ownership of the goods remains of our company until the payment of the invoice has not been fully collected. The customer will do everything is necessary to establish in his country a viable retention of title in favor of our society, in the most extensive possible.

Article 12 - Any dispute has exclusive jurisdiction of the Court of Brescia , Italy . Our company nevertheless reserves the right to take action in the Court of the customer's premises .

Article 13 - The law applicable to the contracts to which these general terms refer is Italian.



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The customer

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Under the terms and for the purposes of articles. 1341 and following of the Civil Code are expressly approved the following clauses : art. 1 Tacit acceptance ; art . 3 Delays in delivery; art . 4 Extension of delivery ; art . 5 Risks of transport; art . 6 Decadence by the warranty ; art . 7 Duration of remedies and warranties, exclusion of damages ; art.12 competent Court.

The customer

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