

## SALES TERMS CONDITIONS

### Introduction

The supply of the products covered by this document is governed by the following general conditions of sale. Any additional clauses and/or special conditions requested by Customers shall only be valid in case of prior written agreement with the Italcuscinetti S.p.A. All contract clauses and/or conditions in conflict with the terms set out below shall be considered unacceptable.

### 1) Offers and orders

Offers are valid for 30 days from the date of communication to the Customer. If no order is received within this period, the Italcuscinetti shall have the option of accepting or rejecting late orders, at its own discretion. All orders must always state the type of product, the quantity and the delivery date required. The Italcuscinetti reserves the right to supply different products with the same characteristics as those ordered.

Orders are binding on the Customer even if not in writing. Orders shall also be binding on the Italcuscinetti once the confirmation of order has been dispatched (with the exceptions in points two and five below).

### 2) Prices

The valid reference prices are those stated in the offer and/or the order acceptance, and refer to standard products only. The prices relating to special and/or non-standard product types, or to specific requests from the Customer, shall be agreed between the parties for each order on a one-off basis. Depending on production and/or procurement requirements, the Italcuscinetti reserves the right to supply a quantity of product with variation of  $\pm 15\%$  from the quantity agreed with the Customer. Over a series of shipments, if increases occur due to variations such as increases in raw material costs, in the cost of labour, freight costs, taxes and duties, or any other increases which lead to increases in the cost of the product for the Italcuscinetti, the latter may adjust the prices accordingly, at its own absolute discretion, informing the Customer of the amount of any such increase. Quotations for products are ex-works Italcuscinetti factory, not including packaging or VAT.

### 3) Delivery

Delivery is considered to have taken place when the products are placed on the Customer's disposal on the counter on the Italcuscinetti premises, or on consignment to the carrier/forwarding agent. If the Customer has not given clear instructions concerning the procedures for shipment of the products, or has not arranged for their prompt collection, the Italcuscinetti may store them on its own premises, at the Customer's risk and expense, without any responsibility for their conservation, or may ship them using its own vehicles or carriers of its choice.

#### 4) Delivery terms

The delivery terms stated by the Italcuscinetti are guideline and not binding. In no case shall failure to meet them constitute grounds for termination of the contract and/or for compensation for any damage of any kind. Delivery terms shall be complied with as far as possible, since delivery depends on third parties over which the Italcuscinetti has no control.

The Italcuscinetti may terminate the contract and/or modify the delivery terms, without this constituting grounds for compensation and/or payment of damages for any costs or losses incurred by the Customer, in the following cases:

- I. Failure to meet payment terms and/or outstanding debts on the part of the Customer.
- II. Difficulty in procurement of the products.
- III. Modifications of the contract conditions after receipt of the order.
- IV. Circumstances of force majeure, beyond the Italcuscinetti control, such as, for example, strikes of various kinds, natural disasters, epidemics, uprisings, riots, wars or customs blockades which may affect the Italcuscinetti itself or its sources of supply.
- V. Inaccuracies or delays on the part of the Customer in confirming the order.

In the circumstances listed in points I-III-V, the Italcuscinetti may request compensation from the Customer.

#### 5) Shipments

Shipments are always made on the Customer's behalf and therefore at its risk, even in case of delivery "freight prepaid". In case of tampering or missing items for which the carrier/forwarding agent is specifically to blame, the Customer shall be responsible for placing a claim directly with the carrier/forwarding agent. The Italcuscinetti will only be able to accept claims for any differences in the quality or quantity of the products if submitted by the Customer, in writing (by registered letter) within eight days after the date of receipt of the products; otherwise, all claims shall become null and void. In the absence of detailed instructions from the Customer, the Italcuscinetti shall not be responsible for the choice of means of transport or for the rates charged by the carriers/forwarding agents. Moreover, in the absence of agreement between the parties, the shipment expenses shall be payable by the Customer. If even just a part of the freight costs is to be met by the Italcuscinetti, the latter shall be permitted to make use of the most economical means of transport, at its own absolute discretion. Any additional freight costs and/or charges shall be solely for the Customer's account. For errors in delivery caused by the Customer which result in return of the products, the Italcuscinetti shall be entitled to charge the Customer the shipment expenses, if due, plus 15% of the price of the products.

## 6) Payment

The Customer shall not be permitted to suspend or delay payments for goods for any reason, and payments must be made to the Italcuscinetti domicile, as stated in the documents which accompany the shipment of the products. Payments made to other places shall not be considered valid unless agreed in advance with the Italcuscinetti.

Once the specified payment terms have passed, the Italcuscinetti shall be entitled to payment, not only of the capital sum due for the price of the goods, but also of interest at the Euribor rate increased by 3%, and retains the right to take legal action against any Customer late with payments. The Italcuscinetti shall be entitled to temporarily suspend the manufacture or supply of any products still on order; it may also cancel the remainder of the order, informing the Customer, which shall not be entitled to compensation of any kind. The Italcuscinetti shall be entitled to obtain payment of the sums due to it for the deliveries already made. In case of any disputes concerning products being manufactured, ready for shipment or already in the Customer's possession, the latter shall not be released from its obligations and must pay the amounts due to the Italcuscinetti at the date set.

## 7) Warranty

The warranty is valid for one year from the date of delivery of the products; it is limited solely to the repair or replacement, free of charge, of pieces acknowledged not to comply with the specifications stated in the technical catalogues.

The Italcuscinetti warranty ceases to apply to all products which have been tampered with, operated with overloads, improperly lubricated or repaired, or incorrectly assembled; in other words, for all problems caused by improper use by the Customer, for which the Italcuscinetti is not responsible.

The Customer is also obliged to inform the Italcuscinetti about any defects, faults or non-conformity of the products within eight days after the date of receipt of the same (by registered letter); otherwise, the warranty shall become null and void. No claims shall be accepted once the above terms have expired.

Claims shall not constitute grounds for the cancellation or reduction of orders on the part of the Customer, or the payment of damages and/or compensation on the part of the Italcuscinetti. No returns of products are accepted unless authorised in advance. No returns are accepted of products which are not intact, have been tampered with, or have been specifically built, processed and/or modified for the Customer. Non-conforming material must be returned, further to the Italcuscinetti authorisation, with all expenses paid (freight prepaid). The return document must contain the details of the original transport document or invoice (date and number - compulsory by law). The Italcuscinetti does not accept any responsibility for accidents occurring during the use of its products.

### **8) Special and/or custom-made products**

If the Italcuscinetti accepts orders for special products or those made to the Customer's own technical specifications, it must always receive a detailed technical drawing before proceeding with production. After accepting the order and further to consignment of the technical drawing, the Italcuscinetti shall send the Customer a sample lot of the product. After viewing the sample lot, the Customer shall send the Italcuscinetti written confirmation for production of the entire ordered amount. If, due to circumstances beyond the Italcuscinetti control, the Customer refuses delivery of all or part of the goods, the Italcuscinetti shall be entitled to reimbursement of the expenses for production of the sample lot, and for compensation for loss of earnings and for any damages incurred, since these products are not marketable. The Italcuscinetti shall collect and replace non-conforming material if the Customer clearly demonstrates that the characteristics of the product supplied differ from those of the samples consigned, without any liability on the part of the Italcuscinetti and with waiver on the part of the Customer of any request for compensation on any grounds.

### **9) Validity and waivers of the General Conditions of Sale**

Any waivers or modifications of the aforesaid general conditions of sale must be agreed between the parties in writing.

### **10) Customer's Domicile**

The Customer shall be domiciled in the place where it has its registered office, unless otherwise notified in writing. The Italcuscinetti shall therefore send all communications and shipments of products to the relevant address.

### **11) Legal jurisdiction**

The law court of the Italcuscinetti registered office shall have jurisdiction over all disputes of any kind.