

GENERAL CONDITIONS OF SALE

1. **Applicability of the General Conditions**

The contract terms discipline all present and futures relationships between Brusatori S.r.l. and all Italian and Foreign Customers. Deviations from these conditions, have to be agreed into the purchasing order confirmation, in written form.

2. **Sales contract**

The acceptance of the Order Confirmation by the Customer, implies the application of all conditions included on it, even when the acceptance is expressed by simple performance of the contract.

The only valid conditions of sale are the ones included in the Order Confirmation, they replace all different conditions indicated in the Purchase Order. After the term indicated in the Order Confirmation without advice, modifications or cancellations, the contract will be valid with the Order Confirmation conditions.

3. **Purchasing Orders**

The purchasing orders received from customers (with any type of transmissions) are accepted by Brusatori S.r.l. only if they have been confirmed in written form by means of the "Order Confirmation" document.

Brusatori S.r.l. reserves the faculty to accept or refuse the Purchasing Order, according to its judgement and even if the order refers to an offer sent from Brusatori S.r.l. sales organisation or sales agent network.

If one of the following conditions occur, Brusatori S.r.l. will reserve the faculty to suspend and/or cancel the confirmed orders:

- Impossibility to produce the confirmed items, because of technical reasons, product variations, unavailability of materials within the necessary time, technical modifications required from the customer, after the order confirmation.
- Variations of Customer conditions solvency with respect of the order confirmation date.

Possible variations, modification, deletions of orders after the order confirmation, will be taken into consideration from time to time by Brusatori S.r.l. that reserves the right to accept them fully or partially.

The purchasing order deletion by the customer, after the issue of the Order Confirmation implies a debit for the possible manufactured parts that have been started meanwhile or already purchased materials.

4. **Prices**

The final invoicing price is exclusively the one specified in the "Order Confirmation" document, even if the customer Purchasing Order indicates a different price.

5. **Features of the products**

The features of the products are the ones indicated in the technical catalogues, specifications and drawings of Brusatori S.r.l. – When no specific data are mentioned, the IEC standards are applied.

6. **Warranty**

The following terms of warranty are currently applied:

- 12 months from delivery date of the product.

7. **Conformity of product**

Brusatori S.r.l. grants the conformity of the supplied products, this definition means that products comply with quality and quantity established in the "Order Confirmation", the products are conforming the specifications, as well as the standards, and they are free from defects that could make them non suitable for the destined use.

8. **Statement and applicability of warranty**

Unconformity and defects have to be stated in written form within 7 days from detection, pain the warranty termination.

In case of dispute the customer have to supply all necessary information to identify the defect.

Brusatori S.r.l. will only and exclusively decide the applicability of the warranty terms.

9. **Product replacement / repair**

During the warranty period, Brusatori S.r.l. commits to fully replace the product or to repair it.

Brusatori S.r.l. will decide from time to time whether to fully replace the product with a new one, having similar features, or to repair it.

In any case, the contested goods have to be resent to Brusatori S.r.l. carriage free, and will be sent back to the customer ex-work.

All the expenses for transport costs will be charged to the customer.

10. **After Sales Service**

If for any reason a Service engineer is required from the Customer or from the End User of the machine equipped with a Brusatori product, all travelling costs, and commissioning costs will be charged and invoiced to the Customer according to the ANIE (Italian Electrotechnics Association) rates.

11. **Termination of warranty terms**

The warranty immediately terminates when:

- the product is processed, tampered or modified from persons not authorized in written form from Brusatori S.r.l.
- the indications and specifications given in the user and maintenance manual are not completely followed.
- the product is used in incorrect way or installation is made in wrong way.

12. Limitation of liability

The warranty indicated in the present General Conditions of Sale, involve and replaces the legal warranties for defects and conformity, and excludes any other possible liability to Brusatori S.r.l. created by the supplied products. In particular, after the transfer of the risk from the supplier to the buyer, the buyer may not raise any claim for damage compensation, price reduction or contract cancellation.

After the warranty period, no claim may be asked for to Brusatori S.r.l.

Liability of Brusatori S.r.l. is included in this article, and in any case relates to the supplied product.

Brusatori S.r.l. may never be held liable for consequential or indirect damages, loss of production or losses.

In any case the compensation will never exceed the invoiced price of the contested product.

13. Warranty coverage, exclusions

Warranty covers the products and any part of them that Brusatori S.r.l. will recognize to be defective or non conforming. Warranty is limited to the replacement of defective products, to be returned to Brusatori S.r.l. factory free of charge.

The following items are not included in the warranty:

- Repairs
- Components and parts of motors returned to Brusatori S.r.l. disassembled or damaged.
- Components subject to wear due to use, such as bearings, brushes, commutators, brakes, air filters etc.
- All costs relating to transport, assembly and disassembly, machine stops, loss of production and/or profit, damages of other components connected or linked to the supplied product, legal fees or expenses to clear material defects.

The Customer or the end-user of the product will NEVER raise claims or compensations for the following reasons:

- Expenses for repairs and service made by the Customer or third persons without written authorisation of Brusatori S.r.l.
- Expenses for transport, travelling, import duties, storage, product analysis, assembly or disassembly of the product.
- Loss of image, total or partial payment of the machine where the product is installed.
- Brusatori S.r.l. does not undertake any liability and penalty for damages caused by accidents of any nature occurred during the utilization of its products.

14. Unfounded claim

When the claim is certainly unfounded, the Customer will have to compensate Brusatori S.r.l. for all expenses of the analysis.

15. Terms of delivery

If not otherwise agreed, the ex-works delivery of the products will be carried out through a simple information to the Customer that goods are availables.

The terms of delivery are an indication to the Customer and anyhow with a consistent tolerance.

Any liability by Brusatori S.r.l. for damaged caused by delayed or failure of delivery is excluded.

Possible deviations or modifications of the delivery date required by the Customer have to be approved by Brusatori S.r.l.

16. Impediment of terms of delivery

The delivery term will be post-poned by a time equivalent the duration of the impediment, when the causes are beyond the control of Brusatori S.r.l. and of the Customer, like strikes, fires, floods, shortage of electric power, deficiency of raw materials, failures or accidents of production plants and other impediments occurred after the acceptance of the contract (Order Confirmation).

17. Shipments

Shipments are always intended on behalf of the Customer and the goods travel on his own risk. Customer can also required Brusatori to handle the shipment, that will be quoted separately.

If not expressly asked in the purchasing order, the goods are not covered by an insurance policy.

Coverage insurance has to be required and will be quoted separately.

Possible damages or breaks of materials or packaging, detected when receiving the goods, caused by transport, must be immediately notified to the forwarding agent.

18. Payments – Delay on payments

Payments and all other amount due to Brusatori S.r.l. have to be transferred directly to the Brusatori Sr.l. head quarter, or to the indicated Bank account.

Any delay or irregularity in payment, determines the right for Brusatori S.r.l. to suspend or to cancel the contract , as well as the right of compensation of possible damages.

The delay on payments entitles Brusatori S.r.l. to suspend the warranty during the whole period of delay.

19. Court of competent jurisdiction

For any dispute connected to the contracts where the General Conditions of Sale apply, with Italian and foreign Customers, the Court of competent jurisdiction is exclusively the one of the Brusatori S.r.l. (Milan – Italy)