

## GENERAL SALES CONDITIONS

### 1. DEFINITIONS

Customer: person or legal entity that purchases Rima S.p.A. products

Supplier: Rima S.p.A. having its headquarters in Montichiari BS

Products: materials, goods or products supplied and invoiced to the customer

Parties: Customer and Supplier considered jointly

### 2. PREMISES

The supplies, services, and offers issued by the Supplier will be subject exclusively to the present “General sales conditions”, that will also be valid for all agreements stipulated in the future by the Parties.

The present General sales conditions, are automatically applied to all orders received by the Supplier and confirmed to the Customer through an official sales order confirmation which will refer solely to the present document that will be returned to the Supplier countersigned for acceptance.

The General sales conditions can be consulted and are available for download on the supplier website [www.rimaspa.com](http://www.rimaspa.com) – “General sales conditions” or a copy can be requested from the sales department.

If the Customer does not return the countersigned sales order confirmation of the following General sales conditions to the Supplier he will still be held accountable for their full acceptance if the supply of goods is carried out accordingly.

Any amendments to the present General sales conditions will have to be authorized in written form.

### 3. OFFERS –AGREEMENTS-ORDERS

3.1 Offers issued by the Supplier are not binding and their validity is expressly indicated, in any case the Supplier is free to accept or decline the order received from the Customer on the basis of the offer issued.

3.2 The Supplier will consider the Customer's order valid only after having issued the official Sales order confirmation on which part numbers, description of goods, quantity, net/discounted price, delivery date, payment conditions, delivery of goods, packaging and any other expenses have been expressly stated following the internal procedure P-7/1 of the Suppliers Quality system.

3.3 The suppliers Sales order confirmation indicated all the sales conditions applied and binding to the Parties.

3.4 In the event the Customer cancels the order after reception of the Sales order confirmation and therefore refuses the delivery of the products ordered, he will still be held accountable for the payment of a penalty equal to 33% of the order effected and confirmed as well as compensation of the loss.

3.5 Purchase orders are to be in written form and sent to the headquarters of the Supplier situated in Via Sigalina a Mattina n. 32 - 25018 Montichiari (BS) and will be subject to the Suppliers Sales order confirmation.

### 4 PRICES

4.1 Prices and General sales conditions are those stated in the Suppliers Sales order confirmation with the exception of packaging costs unless otherwise agreed.

4.2 The prices mentioned in the previous point, may be subject to increase due to events of force majeure that may increase production prices and can be amended one-sidedly by the Supplier and confirmed through an amended Sales order confirmation sent to the Customer.

## 5 PAYMENTS

- 5.1 Payment conditions are clearly indicated in the Sales order confirmation sent to the Customer.
- 5.2 Payment conditions agreed cannot be modified for any reason whatsoever.
- 5.3 Late payment charges will be applied to any payment that exceeds invoice due date, charges will be calculated from due date to reception of effective payment, payable interest rate will be increased of three points of the average payable interest rate at the time of the delay and all debt collection fees will also be applied.
- 5.4 In the event of late payment, even of a single invoice, the Supplier shall cease production of the goods in the order confirmation, voiding the contract. Point 3.4 of the present agreement will apply.
- 5.5 In the event of CAD payment, goods will be exclusively delivered with certified forwarders and not through forwarders indicated by the Customer.
- 5.6 Payments are not suspended even in the event of a claim by the Customer, invoices should be regularly paid credits shall follow if granted.

## 6 DELIVERY TERMS

- 6.1 Delivery terms indicated by the Supplier shall be respected unless as provided for in point 6.4.
- 6.2 The Supplier will advise the Customer of any delay in delivery through an amended order confirmation that will replace and void the previous one.
- 6.3 Unless otherwise agreed by the parties in writing, delays in delivery from the Supplier do not in any case constitute grounds for order cancellation on behalf of the Customer.
- 6.4 The Supplier has the right to be released from committed delivery dates in the following circumstances: force majeure, particular and unforeseeable events such as , strike, epidemics, seasonal illnesses, war, requisition, fire, flood, accidents to people or machinery, interruption or delay in delivery of raw material, delay in transport of raw material or any other unmentioned cause that compels the Supplier or satellite activities of the Supplier to interrupt production this is by no means an exhaustive list but it gives an indication of those factors that may prevent committed delivery dates being achieved, for which we will not accept responsibility.
- 6.5 The delivery date indicated in the Suppliers sales order confirmation refers to goods ready for collection at the Suppliers warehouse (Ex-Works Montichiari Incoterms 2010 ICC Paris).
- 6.6 If the Customer, after having received communication that goods are ready for collection, does not collect the goods within 15 days of the delivery dated indicated in the sales order confirmation, the Supplier reserves the right to issue all documents necessary to invoice the goods and receive their payment, otherwise point 3.4 will be applied.

## 7 PACKAGING

- 7.1 The Supplier will package the goods ordered by the Customer in an adequate manner.
- 7.2 Packaging in compliance with ISPM 15 FAO , notwithstanding other written agreements, is not included in the product price, and will be invoiced to the Customer at cost price.
- 7.3 Europallets will be credited and not debited to the customer if they are returned at the time of loading or unloading only of the transport is carried out by the Supplier and in any case returned by the Customer with freight free of charge.
- 7.4 The Supplier has special attention whilst packaging products that are supplied painted and therefore declines any responsibility if the goods reach the Customer partially or fully damaged.
- 7.5 The Supplier, once the delivery note is issued and goods delivered to the forwarder or directly to the customer declines any responsibility in the event of damage of the packaging or the products contained by third parties.

## 8 FREIGHT

- 8.1 Products are delivered ex-works at the headquarters of the Supplier.
- 8.2 Freight will be charged to the Customer by the Supplier using preferred forwarders with which tariffs are agreed, unless otherwise specified by the parties.
- 8.3 All freight operations are effected at the risk of the Customer.
- 8.4 The Customer shall take note of any damages of packaging and discrepancy in the quantity of goods with a thorough description of the claim on the delivery note itself.

## 9 RECEIVAL OF DELIVERED GOODS

- 9.1 Acceptance of the ordered goods constitutes principal obligation for the customer.  
In the event products are not collected by the customer, the Supplier is authorized to compensation for the non-fulfillment of the Customer equal to one third of the total value of the ordered products

## 10 WARRANTEE

- 10.1 The Customer declares to understand the characteristics of the products purchased from the Supplier and to have the technical and technological knowledge to mount and use them properly.
- 10.2 The Supplier guarantees that the products supplied correspond to the sales order confirmation in quantity, quality and type and that they are exempt of flaws that could make them unsuitable for the use which they are destined.
- 10.3 The warrantee is limited only to the products sold by the Supplier and not for the machines on which the products are mounted.
- 10.4 Flaws or defects that are clearly identifiable must be communicated in writing within 8 days of reception of goods. Flaws or defects that are not immediately visible are to be communicated to the Supplier within eight days of discovering them and within the terms covered by the warrantee.
- 10.5 The Customer is obliged, from the moment flaws of the product are identified, to interrupt the usage or the assembly of the product and to inform the Supplier in writing of what has been discovered within eight days.
- 10.6 The Customer is to abide by the indications, tolerances and suggested usage and maintenance of the products determined by the Supplier available on internet or from the sales departments..
- 10.7 The warrantee does not apply if the Customer or third parties within the customers chain of distribution have not effected correct usage or maintenance of the products or if they have tampered or modified them in any way.
- 10.8 Modifications on claimed products are not permitted and they cannot be taken apart before the Supplier has seen them, tampering will nullify the warrantee. Products must be stored properly and made available to the Supplier for investigation, timing for repair or substitution will be communicated as per the internal procedure P – 8/4 of the Suppliers quality system.
- 10.9 The warrantee does not cover the products that have been used improperly by the Customer or in usages that do not respect the parameters indicated in the catalogue or technical drawing issue by the Supplier.
- 10.10 In the event of flaws in manufacture of products , the Suppliers commitment is limited to replacing the claimed goods or repairing them under warrantee.
- 10.11 With regards to the products identified as flawed, the Supplier is held accountable only for their repair under warrantee any other claim brought forth by the Customer will be denied.  
The Supplier will not be held accountable for claims on products resulting from their proper usage which can cause natural wear of the component itself.
- 10.12 Customer's warrantee has a validity of 12 months from the date of the sales invoice and is subject to a regular complaint effected to the Supplier in accordance with the present point.

## 11 CLAIMS

- 11.1 The Customer is compelled to verify product compliance sold by the supplier within eight days from reception of goods.
- 11.2 Customers that identify flaws or defects in products shall notify the Supplier as follows:
  - A Claims that are relevant to flaws clearly identifiable have to be communicated with a written statement within eight working days, otherwise warrantee will be nullified.
  - B Claims referring to defects or flaws that are not immediately visible (the ones that do not fall under the precedent point) Customer shall present written claim to the supplier within eight days of discovering such flaws otherwise nullifying the warrantee and in any case within the set terms of the warrantee.
- 11.3 Claims shall be sent in writing within the terms of the warrantee, disclosed in advance by fax, through registered mail sent to the address of the Supplier with the exact description of flaws, defects or stating issues not in compliance.
- 11.4 The Customer loses right to product warrantee if their account is overdue or if upon Suppliers request does not allow or cooperate with investigations or supply explanations that may quickly solve the problem identified .

## 12 SOLUTIONS

- 12.1 The Supplier, after having received claim on the products supplied to the Customer, within a reasonable timing can act as follows:
  - A Replace the claimed products with new ones, claimed ones to be returned to Supplier.
  - B Repair the products returned by the Customer with the replacement of only the flawed parts.
  - C Declare resolution of the contract, offering the Customer a refund of the paid price in exchange for the return of all the products supplied. In any case the return of goods by the Customer must be agreed in advance with the supplier.
- 12.2 Warrantee is always to be considered at suppliers headquarters.

## 13 SUPPLIER RESPONSIBILITY RESTRICTIONS

- 13.1 The responsibility of the Supplier engaged by issueing sales order confirmation, are limited to the content of the sales offer and or sales contract, with the exception of any other agreed or un-agreed responsibility referring to direct or undirect damages to people, things or any other third party property.
- 13.2 The Supplier is not responsible for the damages or anomalies connected to the finished products if the Customer, whilst using them, has not respected the indications in the technical documentation
- 13.3 The Supplier declines any responsibility even for what has already been expressed in points 6.4 & 6.5.
- 13.4 Refunds for Customer or Third party damages shall never be higher than the product price indicated in the sales invoice of the products.
- 13.5 Once the warrantee has expired the Customer will no longer have any right of appeal to the Supplier for damages.
- 13.6 The Customer that retails the Suppliers products or sells machines which mount them, granting their Customers a longer warrantee than that offered by the Supplier, will undertake the liability of the longer commitment.

## 14 CUSTOMER LIABILITY AND OBLIGATIONS

- 14.1 The Customer, and his workforce, are responsible for the correct assembly and usage the Suppliers products.
- 14.2 The Customer shall have the means necessary for assembly of the product and adequate knowledge to guarantee proper usage of the products.
- 14.3 The Customer shall guarantee the full respect of the Suppliers indications for the correct usage of the products themselves.

14.4 It is the Customer's sole responsibility to inform the Supplier of any law restrictions regarding safety, liability, homologation or any other technical regulation applicable in the Country the product will be used or exported.

## 15 INTELLECTUAL PROPERTY AND KNOW HOW

15.1 All information, technical data, drawings, technical standards, procedures, bills of material supplied to the Customer by the Supplier are exclusive property of the Supplier.

15.2 The Customer shall not divulge notions or confidential information and know how of the supplier. Violations will be punished according to the law.

15.3 In the event of termination of a commercial agreement the Customer shall respect points 16.1 and 16.2. The Supplier will take legal action against violators.

15.4 In the event of termination of agreement or supply, the Customer is to return all technical documentation, calculations or any other document that is property of the Supplier .

15.5 The Parties agree to mutually respect and not violate intellectual and industrial property that has come to knowledge during the business relationship.

## 16 CONFIDENTIALITY

16.1 The Parties undertake to keep all information confidential, documents, technical drawings and any other confidential information produced during the business relationship.

16.2 The Parties undertake to extend the obligation to their staff members such as technicians, sales, consultants and third parties to which the Parties are in cooperation with to produce the product and its consequent sale.

16.3 The commitment to confidentiality is extended for an additional four years from the date of termination of the business relationship by mutual agreement.

## 17 INTERPRETATION OF AMENDMENTS AND INVALIDATING CLAUSES

17.1 Any amendment or attachments made by the Parties to the contract for which these general sales conditions apply must be in writing otherwise they will not be considered valid.

17.2 Waiver to one or more of the present general sales conditions cannot be interpreted by analogy and does not imply the will to not apply the General Sales Conditions as a whole.

17.3 Any dispute will be resolved by Italian Law.

## 18 CATALOGUES

18.1 Le dimensions, shapes, technical characteristics and tolerances of the products as indicated in the suppliers catalogue are merely indicative and illustrated a do not bind RIMA SPA. Commitment by RIMA SPA is set forth on on through the order confirmation. The supplier reserves the right to modify or improve its products without any obligation towards the Customer.

18.2 The Supplier, upon customers explicit request, can supply drawings with custom dimensions and specific tolerances .

18.3 . The Customer reserves the right to not interpret the drawings or illustrations of the Suppliers products and if in doubt shall ask clarifications.

## 19 COMPETENT COURT

19.1 . Any and all disputes that arise from the Suppliers sales contracts to which the General Sales Conditions apply are exclusive under the jurisdiction of the Court of Brescia.

By signing the present order confirmation the Customer declares to have read and understood the General Sales Conditions that regulate all supplies by RIMA SPA, the sales conditions can also be downloaded on the website [www.rimaspa.com](http://www.rimaspa.com).

The customer declares and accepts, all the conditions in points 1 through 9, as well as articles 1341 and 1342 of the Italian Civil Code.

The Customer

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