



## **CONDITIONS OF SALE DAMEC S.r.l.**

### **Art. 1) Contract**

#### **1.1. Applicability of the general conditions.**

These general conditions of sale of products such as honing machines, accessories, components and anything else sold and marketed by DAMEC S.R.L. they apply both to contracts between parties based in Italy and to contracts between parties based in different countries. The clauses which, for the regulated matter, refer to contracts between parties based in different States do not apply to contracts between parties based in Italy. The contracts put in place and governed by these general conditions of sale are expressly governed by Italian law and, in particular, the sales contracts stipulated between parties having their headquarters in different states, which are expressly governed by the Vienna Convention on international contracts. of sale of 11 April 1980.

#### **1.2. Definitions**

On the basis of the products marketed by DAMEC SRL, the honing machinery that DAMEC SRL produces and markets or that restores and markets even if not of its own production will be defined as "machine". The term "goods" refers to the components that DAMEC SRL can sell individually and thus for any other material good that does not fall within the category of machinery.

#### **1.3. Completion of the contract**

The completion of the contracts will take place in the following manner. The buyer will contact the commercial area of DAMEC SRL directly by telephone at 0331.761399 or by email at [sales@damec.eu](mailto:sales@damec.eu) specifying the product of interest. Following the aforementioned contact, DAMEC SRL will deliver the offer to the buyer by e-mail together with the necessary legal documentation (privacy policy, conditions of sale, etc.) that the buyer must return signed for acceptance. The acceptance, by the buyer, of the offer or the seller's order confirmation, even when it occurs with the simple execution of the contract by concluding behavior, involves the application of these general conditions to the contract. These conditions may be waived by the parties only in written form and even in this case the general conditions not expressly waived will continue to be applied. On the other hand, any general conditions of the buyer will not be applied, unless expressly accepted by the seller. Any implementation of the contract by the seller, in the absence of specific written acceptance of the contractual conditions proposed by the buyer, differing from those contained in the seller's proposal, does not imply adherence to them.

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#### **1.4. Buyer's charges in the contract.**

In the event that, for reasons relating to the subject of the sales contract, the buyer intends to delegate to the seller the execution of activities at its headquarters (e.g. the installation of the machines or their testing), the same undertakes upon signing the contract to indicate to the seller the terms and methods of this ancillary service which will be subject to separate negotiation.

In this case, it is the sole responsibility of the buyer to carry out all the activities prescribed by the applicable legislation on workplace safety pursuant to Legislative Decree 81/08. It is also the buyer's responsibility to inform the seller in writing regarding the identification of the risks associated with any interference between processes, of the measures to be implemented to eliminate or minimize any risks. The buyer also undertakes to make available to the seller any information or document prescribed by the applicable legislation on safety in the workplace. These disclosure obligations must be fulfilled at the latest upon confirmation of the order and in any case before the conclusion of the contract. In the event that any irregularities should arise regarding the obligations just prescribed, the buyer will hold the seller harmless from any damage that the seller himself, or his staff, should suffer, even in the face of third party claims, due to of said irregularities.

#### **1.5 Contractual changes.**

Any changes to this contract must be communicated in writing by certified e-mail or registered letter with return receipt and the same will become effective only and exclusively upon acceptance of the receiving party.

#### **Art. 2) Catalog, prices and payment conditions.**

**2.1. Prices.** The reference prices of both the machines and the goods are those indicated on the order confirmation and are always intended "ex works" and do not include delivery and packaging costs which will be the sole responsibility of the buyer. Any changes in the aforementioned prices, due to the trend of the main cost items resulting from the official surveys will be promptly indicated by the seller upon receipt of the order.

**2.2. Payment terms and conditions.** The buyer is required to make payments within the terms agreed and communicated by the seller at the time of order acceptance even if he has not yet had the opportunity to examine the goods. Failure to comply with the terms and conditions of payment exempts the seller from any obligation to deliver, even in relation to goods other than those to which said non-compliance refers and gives the seller the right to proceed with the advance collection of the entire credit, provided that he does not prefer to terminate the contract, retaining as a penalty, and except for greater damages, the sums paid up to then by the buyer.

#### **2.3. Terms of payment.**

The buyer will have the possibility to make payments in the following ways: **PAYMENT BY CREDIT CARD:** the buyer can use the payment procedure with Paypal, suitable for ensuring the confidentiality of the data provided by customers. For any further information and legal agreements, the customer is referred to the website [www.paypal.com](http://www.paypal.com). **CASH ON DELIVERY:** Cash on delivery is only accepted for Italy if made by cash or cashier's check. Consequently, pursuant to and for the purposes of art. 1197 of the Italian Civil Code, payments made by bank check will not be accepted. **PAYMENT BY BANK TRANSFER:** the purchased goods will be shipped in the manner indicated in the following paragraph 2.4. (Delivery of goods), to the address indicated by the customer upon receipt of the credit, therefore on average within two / five days after making the transfer depending on the chosen credit institution. To facilitate the process, the buyer can send the payment receipt to the seller at the email address

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amministrazione@damec.eu PAYMENT BY BANK RECEIPT (Ri.Ba): in the case of payment by Ri.Ba. the customer must provide all the credentials also indicating the details of the support bank complete with bank details in order to issue a bank receipt with agreed payment times in advance. If this method is chosen, buyers are invited to make telephone contact with the Administration of Damec S.r.l. at no. 0331.761399

**2.4. Delivery of the goods.** The purchased goods, together with the invoice or proforma invoice, will be delivered by courier of the buyer to the address specified by the same at the time of the order. Any specific needs must be proposed in time by the buyer to DAMEC SRL. In the case of use of the courier of DAMEC SRL, the cost of transport will be charged and it will be communicated in advance. Damec S.r.l. reserves the right to process orders in the following cases: if the material was not available in stock at the time of the order.

**2.5. Conclusion of the contract.** Contracts for the sale of machines and goods sold and marketed by DAMEC SRL are considered concluded when the purchase order is accepted by the seller. With the electronic submission in the alternative methods governed by art. 1.3., The buyer declares to have accepted these contractual conditions and undertakes to respect them.

### **Art. 3) Ownership.**

#### **3.1. Property transfer.**

The machines and goods sold by Damec S.r.l. they pass of ownership at the time of full payment by the buyer in the manner previously agreed.

#### **3.2. Retention of title.**

In the event that payments are deferred, the machines and goods delivered remain the property of the seller until the full payment of the price. The buyer undertakes to do what is necessary to make the retention of title effective, in the widest form in favor of the seller: he also undertakes to collaborate with the seller regarding the adoption of the necessary measures to guarantee the protection of the right of ownership of the seller. The seller is authorized to carry out, at the buyer's expense, any formalities necessary to make the retention of title enforceable against any third party pursuant to art. 1523 and s.s. c.c.

#### **3.3. Prohibition of disposals.**

The buyer cannot resell, transfer, or pledge the purchased goods without first having paid the full price to the seller, who must be immediately notified, by registered letter with return receipt via certified e-mail, the executive procedures which at the request of third parties it had hit said machines or goods.

#### **3.4. Violation of obligations deriving from the right of ownership.**

In the event that there are violations of the buyer's obligations arising from this article, the seller will have the right to terminate the contract with immediate effect, withholding the sums already paid by the buyer as a penalty, without prejudice to further damages.

### **Art. 4) Delivery (international transactions)**

#### **4.1. Incoterms**

Any type of reference to commercial definitions (Ex Works, FOB, CIF, and others) present in this contract or in the relative general conditions is understood to refer to the INCOTERMS of the International Chamber of Commerce, inserted in the text in force at the time of conclusion. of the contract, with the additions or exceptions provided for in these general conditions as well as those eventually agreed in writing between the parties in the contract.

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## **4.2. Return of goods and machines.**

Unless otherwise agreed, the supply of goods and machines is understood to be Ex Works: this even when it is agreed that the shipment or part of it is handled by the seller. When the delivery deadline for the goods is not clear from the contract or if you fail to indicate this deadline, reference will be made to the INCOTERM closest to the delivery conditions, even summarily agreed and if there is uncertainty between two or more INCOTERMS, equally compatible with the contract, the one that involves a minor extension of risks and costs for the seller will be applied, with any exceptions provided for in writing by the parties. If according to the contract, the transport must be handled by the buyer, he will ensure that the courier in charge of the transport makes available and delivers to the seller, at the request of the same, all the documentation that may be necessary for this last for customs or tax purposes.

## **4.3. Passing of risks**

The risks pass to the buyer as established in the INCOTERMS. The seller is not liable in any case for the loss or damage to the goods after the transfer of risks. The buyer is in no case released from the obligation to pay the price when the perishing or damage of the goods occurs after the passage of risks.

## **4.4. Extension of delivery terms**

The delivery date will be automatically extended by a period equal to the delay of the buyer in fulfilling the obligations of the buyer such as, by way of example, payment of the share of the price possibly due by the buyer as a down payment Likewise, when the buyer or other person designated by it has to communicate processing instructions, technical data or other instructions for the preparation of the goods, the delivery period of the goods will be automatically extended by a period equal to the delay in making the communication. In case of changes to the goods, agreed between the parties after the date of conclusion of the contract, the delivery period will be automatically extended by the period reasonably necessary to make such changes. The delivery deadline will also be extended for any other cause of delay that is duly communicated and documented.

## **4.5. Customs procedures and import issues**

The buyer party declares to guarantee that the machines and goods marketed by DAMEC SRL are importable in the country of origin of the buyer, who also undertakes to hold DAMEC SRL harmless from any prejudicial matter that may arise regarding the importability of said goods. In particular, the buyer undertakes to hold harmless DAMEC SRL from any tax, tax, charge or duty applied to the purchased goods or in any case due to export, import and / or sale in his own country or in a different one. destination of the goods. Where administrative authorizations from the seller's country are required for the exporter of the goods, the agreed delivery terms will be automatically extended by the necessary time for the issue of such authorizations. The buyer also guarantees that the machines and goods purchased from DAMEC SRL comply with any legislation in force in their country of origin.

## **Art. 5) Guarantee of conformity**

### **5.1. Machine warranty.**

DAMEC's machines are guaranteed for 12 months from the delivery date. The guarantee consists in the free supply ex factory of the materials whose manufacturing defect has been ascertained by DAMEC SRL. The guarantee does not operate in the event that the defect is attributable to the normal deterioration of the goods, from its consumption, from unforeseeable circumstances, from breakdowns or damage occurred during transport, neglect, inexperience or abnormal use of the materials. Furthermore, the guarantee will not operate in the event that non-certified products, produced or marketed by DAMEC SRL, are used on the machines. The aforementioned replacements will be made only after the actual verification by DAMEC SRL of the complained defects. It is also specified how said

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guarantee ceases to operate in the event that the purchaser uses the materials supplied for a use and / or service other than that for which they were intended, or changes their structure or operation, or has repairs carried out on the same by persons other than those indicated by DAMEC SRL.

**5.2. Report of machine defects and faults.** The buyer, under penalty of forfeiture, must report the lack of conformity or the defect of the machine to seller specifying its nature in detail in writing; within 8 days of when he found out or he could have found out by careful examination and testing of the machine. In no case can the complaint of the lack of conformity or the defect be validly made after the expiry date of the warranty terms indicated in the previous art. 6.1. or those otherwise agreed between the parties.

The same terms of forfeiture reported here apply, even in the case provided for by art. 43.2 of the Vienna Convention for the denunciation of any claims or rights of third parties relating to the machine, if the relative guarantee is not excluded by these general conditions or by the parties. The buyer also loses the warranty if he does not allow all reasonable checks that the seller requests or if having the seller requested the return of the defective piece at his own expense, the buyer fails to return this piece within a short time from the request. The provisions of Articles 40 and 44 of the C.V. will not be applicable under any circumstances.

### **5.3. Goods warranty**

The goods sold by DAMEC SRL will have a guarantee equal to 8 days from the time of actual delivery to the buyer, a deadline by which the buyer must report the defect.

### **5.4. Responsibility of the seller.**

Except for willful misconduct or gross negligence of the seller, any compensation for any damage to the buyer may not in any case exceed the value of the machine relating to the defective part. The guarantee referred to in this article absorbs and replaces the guarantees or liabilities provided for by law and excludes any other liability of the seller in any case originating from the goods supplied; in particular, the buyer will not be able to make other claims for compensation for damage, price reduction or termination of the contract. Once the warranty period has expired, no claim can be made against the seller.

### **6. Applicable law and competent court.**

This contract is regulated by the Italian law. The exclusive jurisdiction and forum for any legal action brought by the Purchaser under this warranty or any additional legal guarantees will be the Court of Milan Place and date.....

Seller's signature

Buyer's Signature

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The buyer expressly declares to know and accept all the clauses of these Terms of Sale and to specifically approve those referred to in articles: 1.4. (buyer's charges in the contract) - 2.1. (prices) - 2.2. (terms and conditions of payment) - 2.3. (Methods of payment) - 2.4. (Delivery of the goods) - 2.5. (Conclusion of the contract) - 4.2. (Return of goods and machines) - 4.3. (Transfer of risks) - 4.4. (Extension of delivery terms) - 5.2. (Report of machine defects and faults) - 5.3. (Goods guarantee) - 5.4. (Seller's responsibility) - 6. (Applicable law and competent court)

Signature of the buyer .....

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