



DAMEC'S S.R.L. SALE TERMS AND CONDITIONS

Art. 1) CONTRACT

1.1. Applicability of General Terms and Conditions. Reference law.

These general terms and conditions of sale of products such as honing machines, accessories, components and anything else sold and marketed by DAMEC S.R.L. apply both to contracts between parties based in Italy and to contracts between parties based in different countries.

The clauses which, for the subject matter regulated, refer to contracts between parties having their registered office in different States do not apply to contracts between parties having their registered office in Italy. The contracts entered into and governed by these general terms and conditions of sale are expressly regulated by Italian law and, in particular, sales contracts stipulated between parties having their registered office in different countries are expressly governed by the Vienna Convention on International Sales Contracts of 11 April 1980.

1.2. Definitions.

Due to the products marketed by DAMEC SRL, "machine" will be defined as the honing machinery that DAMEC SRL produces and sells or that it restores and sells, even if not of its own production. The term "good" refers to the components that DAMEC SRL can sell individually and so for any other tangible good that does not fall into the category of machinery.

1.3. Conclusion of the contract.

The contracts will be finalized in the following way. The buyer will contact the commercial area of DAMEC SRL directly by phone at 0331.761399 or by email to 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 seller's offer or order confirmation, even when it takes place with the simple execution of the contract by means of conclusive conduct, entails the application of these general conditions to the contract. These conditions may be waived by the parties only in writing, and even in this case the general conditions not expressly waived will continue to apply. On the other hand, any general conditions of the buyer will not apply, unless expressly accepted by the seller.

Any execution of the contract by the seller, in the absence of specific written acceptance of the contractual conditions proposed by the buyer, different from those contained in the seller's proposal, does not imply adherence to them.

1.4. Buyer's obligations.

In the event that, for reasons relating to the object of the sales contract, the buyer intends to delegate to the seller the execution of activities at its premises (e.g. the installation of the machines or their testing), the latter undertakes at the time of signing the contract to indicate to the seller the terms and conditions of this ancillary service which will be the subject of separate negotiations.

In this case, it is the sole responsibility of the buyer to carry out all the activities prescribed by the applicable legislation on safety at work pursuant to Legislative Decree 81/08. It is also the buyer's responsibility to inform the seller in writing about the identification of the risks associated with any interference between processes, of the measures to be implemented to eliminate or minimize these possible risks. The buyer also undertakes to make available to the seller any information or document required by the applicable legislation on safety at work. These information 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 irregularities arise with regard to the obligations set out above, the buyer shall indemnify the seller from any damage that the seller himself, or his staff, may suffer, even in the face of claims by third parties, due to such irregularities.

1.5. Contract Changes.

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

Art. 2) Catalogue, 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 borne exclusively by the buyer. Any changes in the above 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 obliged to make payments within the terms agreed and communicated by the seller at the time of acceptance of the order, even if he has not yet had the opportunity to examine the goods. Failure to comply with the terms and conditions of payment shall exempt the seller from any obligation to deliver, including in relation to goods other than those to which such non-compliance relates, and shall give the seller the right to proceed with the advance collection of the entire receivable, provided that the seller does not prefer to terminate the contract, withholding as a penalty, and without prejudice to greater damages, the sums paid by the buyer up to that point.

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2.3. Payment Methods.

The buyer will be able to make payments in the following ways:

PAYMENT BY CREDIT CARD: the buyer can use the payment procedure with PayPal, suitable to ensure the confidentiality of the data provided by customers. For any information and further legal agreements, please refer the customer to the website www.paypal.com.

CASH ON DELIVERY: Cash on delivery payment is only accepted for Italy if made by cash or cashier's check. Consequently, pursuant to and for the purposes of art. 1197 c.c., payment by bank cheque will not be accepted.

PAYMENT BY BANK TRANSFER: the purchased goods will be shipped in the manner indicated in paragraph 2.4 below. (Delivery of the goods), to the address indicated by the customer upon receipt of the credit, therefore on average within two/five days after the transfer has been made, depending on the chosen credit institution. To facilitate the process, the buyer can send the payment receipt to the seller at the email address 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 supporting bank complete with bank details in order to issue a bank receipt with payment times agreed in advance. If this method is chosen, buyers are invited to contact the Administration of Damec S.r.l. by phone at 0331.761399

2.4. Delivery of goods.

The goods purchased, together with the relevant proforma note/invoice, will be delivered by the buyer's courier to the address specified by the same at the time of the order. Any specific needs must be presented in time by the buyer to DAMEC SRL. In the case of use of a DAMEC SRL courier, the cost of transport will be charged, which will be communicated in advance. Damec S.r.l. reserves the right to process orders in the following cases: if the material, at the time of the order, is not available in stock.

2.5. Conclusion of the contract.

The 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. By sending it electronically in the alternative ways governed by art. 1.3., the Buyer declares that has accepted these Terms and Conditions and undertakes to comply with them.

Art. 3) Ownership.

3.1. Transfer of Ownership.

The machines and goods sold by Damec S.r.l. change ownership upon 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 price has been paid in full. The buyer undertakes to do all necessary to make the reservation of title effective, in the fullest form in favor of the seller: he also undertakes to cooperate with the seller in taking the necessary measures to ensure the protection of the seller's right of ownership. The seller is authorized to carry out, at the buyer's expense, any formality necessary to make the reservation of title enforceable against any third party pursuant to art. 1523 et seq. c.c.

3.3. Prohibition of acts of disposal.

The buyer may not resell, transfer or pledge the purchased goods without first paying the price in full to the seller, to whom the enforcement procedures which, at the request of third parties, have affected such machinery or goods must be immediately disclosed, by registered mail with acknowledgement of receipt or by certified email.

3.4. Breach of obligations arising from the right to property.

In the event of a breach of the buyer's obligations under this article, the seller shall be entitled to terminate the contract with immediate effect, withholding as a penalty the sums already paid by the buyer 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) contained in this contract or in the related general conditions is intended to refer to the INCOTERMS of the International Chamber of Commerce, included 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 possibly agreed in writing between the parties in the contract.

4.2. Yield of goods and machines.

Unless otherwise agreed, the supply of goods and machinery is intended to be ex-works: this is also the case when it is agreed that the shipment or part of it will be handled by the seller. If the contract does not specify the deadline for the return of the goods or the deadline for the return of the goods is omitted, reference shall be made to the INCOTERM closest to the conditions of return, even if summarily agreed, and if there is uncertainty between two or more INCOTERMS, equally compatible with the contract, the one which entails a lesser extent of the risks and costs for the seller shall apply, with any exceptions provided for in writing by the parties.

If, according to the contract, the transport is to be handled by the buyer, the buyer shall ensure that the courier appointed by the buyer makes available and delivers to the seller, at the latter's request, all the documentation that may be necessary for the latter for customs or tax purposes.

4.3. Passing of risks

The risks pass on to the buyer in accordance with the INCOTERMS. The seller is not liable in any case for the loss or damage of the goods occurring after the transfer of risks. The buyer is in no case released from the obligation to pay the price when the loss or damage of the goods occurs after the transfer of risks.

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4.4. Extension of delivery deadlines

The delivery date will be automatically extended by a period equal to the buyer's delay in fulfilling the buyer's obligations, such as, for example, payment of any portion of the price due by the buyer as a down payment.

Likewise, when the purchaser or other person designated by him must communicate provisions of processing, technical data or other instructions for the preparation of the goods, the delivery time of the goods will be automatically extended by a period equal to the delay in making the communication.

In the event 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 Matters

The purchasing party declares to guarantee that the machinery and goods marketed by DAMEC SRL can be imported into the buyer's country of origin, who also undertakes to indemnify DAMEC SRL from any detrimental issue that may arise regarding the importability of such goods. In particular, the buyer undertakes to hold DAMEC SRL harmless from any tax, fee, charge or duty applied to the goods purchased or otherwise due due due to export, import and/or sale in their own country or in the other country of destination of the goods.

If administrative authorisations from the seller's country are required for the exporter of the goods, the agreed delivery terms will be automatically extended by the time necessary for the issuance of such authorisations.

The buyer also guarantees that the machines and goods purchased from DAMEC SRL comply with any regulations in force in their country of origin.

Art. 5) CONFORMITY GUARANTEE

5.3. Warranty of the machines.

The machines sold by DAMEC SRL are guaranteed for 12 months from the date of delivery. The warranty consists in the free ex-factory supply of the materials of which the defect has been ascertained by DAMEC SRL of manufacture. The warranty does not apply in the event that the defect is attributable to the normal deterioration of the goods, its consumption, fortuitous events, damage or damage occurred during transport, carelessness, inexperience or abnormal use of materials. Furthermore, the warranty will not apply in the event that non-certified products, produced or marketed by DAMEC SRL, are used on the machines.

The aforementioned substitutions will be carried out only after the actual verification by DAMEC SRL of the defects complained of.

It is also specified that this warranty ceases to operate in the event that the purchaser uses the materials of the supply for a use and/or service other than that for which they were intended, or modifies their structure or operation, or has repairs carried out on them by persons other than those indicated by DAMEC SRL.

5.4. Reporting of faults and defects in the machine.

The buyer, under penalty of forfeiture, must report the lack of conformity or defect of the machine to the seller, specifying in detail in writing the nature of the machine; within 8 days of his discovery or could have discovered it by a thorough examination and testing of the machine. Under no circumstances may the declaration of a lack of conformity or defect be validly made after the date of expiry of the warranty terms referred to in Article 6.1 above. or those otherwise agreed between the parties.

The same limitation periods reported here apply, also in the case provided for by art. 43.2 of the Vienna Convention for the Declaration of Any Claims or Rights of Third Parties Relating to the Machine, if the warranty relating to them is not excluded by these General Terms and Conditions or by the parties. The buyer also forfeits the warranty if he does not allow all reasonable checks that the seller requires or if, having requested the return of the defective part at his own expense, the buyer fails to return the defective part within a short period of time from the request.

The provisions of art. 40 and 44 of the C.V. shall not be applicable under any circumstances.

5.1. Warranty of Goods

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

5.2. Seller's Responsibilities.

Except for wilful misconduct or gross negligence on the part of the seller, any compensation for any damage to the buyer may not exceed the share of the value of the machine relating to the defective part.

The warranty referred to in this article is absorbent and substitute for the guarantees or responsibilities provided for by law and excludes any other liability of the seller in any case originating from the goods supplied; In particular, the buyer may not make any further claims for damages, price reductions or termination of the contract. Once the warranty period has elapsed, no claim can be asserted against the seller.

6. Applicable Law and Jurisdiction.

This contract is governed by Italian law. The Court of Milan shall have exclusive jurisdiction and jurisdiction for any legal action brought by the Purchaser under this warranty or any other legal guarantees

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Place and date.....

Seller's signature

Buyer's signature

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The purchaser expressly declares that he/she is aware of and accepts all the clauses of these Terms of Sale and specifically approves those referred to in articles: 1.4. (Buyer's Contractual Charges) – 2.1. (prices) – 2.2. (Payment Terms and Conditions) – 2.3. (Payment Methods) – 2.4. (Delivery of goods) – 2.5. (Conclusion of the contract) – 4.2. (Return of goods and machines) – 4.3. (Transfer of risks) – 4.4. (Extensions of delivery terms) – 5.2. (Reporting of Faults and Defects in the Machine) - 5.3. (Warranty of Goods) - 5.4. (Seller's Responsibilities) - 6. (Applicable Law and Jurisdiction)

Seller's signature

Buyer's signature

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