



Fittinox srl con Socio Unico
Via N.Copernico 34/36-Zona Industriale 29027 PODENZANO (Piacenza) Italy
TVA IT00302510334
www.fittinox.com

General Sales Conditions (edition 10/2016)

1. Definitions

- 1.1. "FITINOX" here after refers to FITTINOX S.R.L. con u.s. located at N. Copernico 34/36, 29027 - Podenzano (PC)– Italy, including its successors and representatives.
- 1.2. "PURCHASER" here after refers to the company indicated on the Purchase Order as PURCHASER of the PRODUCTS, including its successors and representatives.
- 1.3. "PRODUCTS" here after refers to the products indicated on the PURCHASE ORDER.
- 1.4. "INCOTERMS 2010" here after refers to the official rules of the interpretation of commercial terms of the Chamber of International Commerce, published in 2010.
- 1.5. "PARTIES" here after refers to both FITTINOX and the PURCHASER.
- 1.6. "PURCHASE ORDER" here after refers to the document, which contains the objective elements of a possible sale of the Products between the Purchaser and FITTINOX, which becomes a sales contract following the explicit or tacit acceptance by the Order Confirmation (as outlined here under).
- 1.7. "ORDER CONFIRMATION" here after refers to the form sent by FITTINOX to the PURCHASER, referring to the present General

Sales Conditions and which, if not refused within 2 working days of reception (proof of e-mail or fax sent by FITTINOX), render the PURCHASE ORDER binding between the PARTIES as a sales contract and subject to the present General Sales Conditions.

2. Sole Agreement

- 2.1. The present General Sales Conditions constitute the only sales conditions and the sole agreement between the PARTIES regarding the sale of the PRODUCTS and substitutes any and all other related preceding agreements. The General Sales Conditions are available on our website www.fittinox.com or, on request, we would be pleased to send you our terms by e-mail. The reception of the ORDER CONFIRMATION by the PURCHASER without any written objection within 2 working days following its reception results in the acceptance of the present General Sales Conditions on behalf of the PURCHASER. No other declaration will be considered to have been made outside of those indicated in these General Sales Conditions.
- 2.2. Any issues conflicting with the present General Sales Conditions, indicated in any written document (including correspondence between the PURCHASER and FITTINOX), are null and only the present General Sales Conditions will be applied unless otherwise officially communicated by FITTINOX and signed by the legal representatives of both PARTIES.
- 2.3. Should any individual aspect of these General Sales Conditions be void, wholly or partially, the remainder will continue to be valid and fully effective.



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3. Applicability

3.1. The present General Sales Conditions apply to any and all PURCHASE ORDERS stipulated by the PURCHASER from the date of their acceptance, unless otherwise officially indicated in writing by the PARTIES and according to point 2.2 of the present General Sales Conditions.

4. Delivery

4.1. FITTINOX will deliver the PRODUCTS in conformity to the INCOTERMS 2010, agreed upon by the PARTIES and indicated in the PURCHASE ORDER. FITTINOX will respect the delivery terms agreed upon in the ORDER CONFIRMATION. In case the delivery of the PRODUCTS were to become impossible respecting the agreed upon terms for substantial production problems, the PARTIES will do their utmost to agree on new delivery terms keeping the above mentioned problems in consideration.

4.2. The delivery times and dates of delivery are only approximate. FITTINOX shall endeavor to respect these. At any rate, FITTINOX shall be entitled, even if binding dates of delivery have been agreed upon, to extend the delivery time sufficiently without being obligated to pay any compensation or penalty, if unforeseen circumstances, acts of God, interruption of work and particularly strikes or delays in the arrival of necessary material should occur. If in such a case it were found that by such interruptions it is impossible for FITTINOX to fulfil the contract, FITTINOX shall be entitled to withdraw from the contract without being liable to pay any damages whatsoever.

4.3. Should for any reasons whatsoever, especially if it is impossible for FITTINOX to fulfil the contract (especially for an impossibility of FITTINOX to supply the PRODUCTS), the latter be cancelled, the assertion of claims for damages in respect of compensation for any indirect or direct loss will be excluded.

4.4. It will be to FITTINOX's discretion to effect partial shipment if it should be necessary. Each partial shipment can be invoiced separately.

4.5. When the PURCHASER is notified of the PRODUCTS being ready for dispatch, the PURCHASER must retrieve the PRODUCTS immediately. Should the PURCHASER fail to do so or should there be no possibility of shipping the PRODUCTS, FITTINOX shall be entitled to store the PRODUCTS at FITTINOX's discretion and at the PURCHASER's risk and expense and to charge the PRODUCTS as delivered ex works thereby entitling FITTINOX to invoice the PRODUCTS. The Purchaser cannot refuse any shipment or any partial shipment.



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5.Reservation of the transfer of property

- 5.1. The propriety of the PRODUCTS will pass to the PURCHASER only upon complete payment of the relative Invoice on behalf of the PURCHASER, according to Article 7 of the present General Sales Conditions. FITTINOX will remain proprietor of the PRODUCTS sold and eventually delivered until the complete payment on behalf of the PURCHASER. Therefore, all FITTINOX sales are always stipulated with the above stated reserve of propriety of the PRODUCTS. The PURCHASER, on the other hand, assumes all risks and responsibilities relative to the PRODUCTS as indicated in the PURCHASE ORDER as well as in the INCOTERMS 2010 and, therefore, must be insured against these risks and responsibilities.
- 5.2. The presentation of a letter of credit or other commercial documentation does not constitute complete payment.
- 5.3. Until the property of the PRODUCTS passes to the PURCHASER, the PURCHASER will hold the PRODUCTS as trustee holder of FITTINOX, will not have the faculty of using the PRODUCTS for his normal commercial activities.
- 5.4. The PURCHASER will have to stock the PRODUCTS sold by FITTINOX until their complete payment, in a way that they remain clearly identified as property of FITTINOX and cannot remove, hide or modify stickers or marks present of the PRODUCTS, which permit the identification of the PRODUCTS as being property of FITTINOX. Furthermore, the PURCHASER will allow FITTINOX to access its stores with the scope of inspecting the PRODUCTS.
- 5.5. If the PRODUCTS not yet completely paid for are non-identifiable and are stocked with other PRODUCTS of the same type supplied by FITTINOX, it will be assumed that those PRODUCTS are the unpaid PRODUCTS and object of reservation of property of FITTINOX.
- 5.6. In the case of non-payment, and without any prejudice for the interests of these General Sales Conditions, FITTINOX can request the restitution of the PRODUCTS at the PURCHASER's risk and cost.
- 5.7. In case the PURCHASER were not to return the PRODUCTS immediately, the PURCHASER can be obligated to do so coercively resorting to judicial intervention, which authorizes FITTINOX to take possession back of the PRODUCTS, for which FITTINOX continues to reserve the property, at the PURCHASER's address or elsewhere, all at the PURCHASER's expense. It is the PURCHASER's obligation to assure that this clause be imposed and applied to respect the spirit of this clause in case the PRODUCTS were in a country that does not apply this specific clause.



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5.8. FITTINOX reserves the copyright to any and all documentation created by FITTINOX. All details or documentation pertaining to FITTINOX offers or ORDER CONFIRMATIONS will remain property of FITTINOX. No extract or information supplied by FITTINOX may be copied, communicated, sent or made available to third parties.

6. Risks

6.1. The PURCHASER is responsible for all risk of loss or damage to the PRODUCTS in conformity to Article 4 of the present General Sales Conditions.

7. Payments

7.1. Unless otherwise agreed upon, FITTINOX will produce an invoice for the PURCHASER at the moment of dispatch of the PRODUCTS in conformity to the present General Sales Conditions and the PURCHASER will effect the payment according to the terms indicated in the invoice.

7.2. Unless otherwise clearly indicated, all payments are to be considered in advance.

7.3. Unless otherwise clearly indicated, all payments are to be made by bank transfer.

7.4. In any moment, FITTINOX has the faculty to request payment guarantee to the PURCHASER if FITTINOX judges it to be necessary.

7.5. All sums overdue are subject, at FITTINOX's faculty to renounce, to interests to be calculated daily on a yearly rate of 700 base points (7.00%) plus the ECB rate, as of the overdue date which will be due without the request by FITTINOX

7.6. Upon overdue payments, FITTINOX will have the faculty to resolve all or part of the PURCHASE ORDERS with the PURCHASER and/or completely or partially suspend deliveries to the PURCHASER of the PRODUCTS based on PURCHASE ORDERS. The PURCHASER will have 5 working days to respond to a communication of this faculty as of the date of reception of this written position made by FITTINOX.

7.7. In any case, any claim or legal action undertaken by the PURCHASER for any reason will not entitle the PURCHASER to any retention or compensation right of any nature whatsoever.

7.8. Unless otherwise clearly indicated, all prices indicated by FITTINOX are in EURO and are considered ex works Podenzano (PC), Italy without packaging included, VAT excluded, excluding certificates and without any tests or special supply characteristics.

8. Warrantee

8.1. FITTINOX warrantees, for a period of 12 months from the delivery date that the PRODUCTS supplied or produced by FITTINOX are conform. FITTINOX also warrantees that the PRODUCTS are conform to the specifications outlined in the



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PURCHASE ORDER. FITTINOX does not warrantee that the PRODUCTS are appropriate for the use and scopes specified in any way.

8.2. The PURCHASER must inform FITTINOX within 5 days of the discovery of an occult defect, or 5 days from the date in which a diligent PURCHASER should have known the occult defect and within 15 days of the delivery of the PRODUCTS in the case of an obvious defect. The lack of a written communication from the PURCHASER to FITTINOX within these lead times relieves FITTINOX from any responsibility of any nature.

8.3. FITTINOX's responsibility following this warrantee will only be limited to the substitution or reimbursement of the purchasing price of the defective PRODUCT.

8.4. Any legal action of any nature is to be taken within 12 months from the date of delivery of the PRODUCTS by the PURCHASER.

8.5. FITTINOX only responds for the PRODUCTS and not for any other supplies or Services from other companies.

8.6. FITTINOX's warrantee obligations are not applicable to any PRODUCTS or parts of these which

8.6.1. Are normally consumed during the use,

8.6.2. Have a normal lifetime inferior to the above stated warrantee,

8.6.3. Were not correctly stocked, installed, used, maintained or repaired

8.6.4. Differently modified from the instructions indicated by FITTINOX or without having obtained FITTINOX's approval,

8.6.5. Have undergone any kind of non-correct use or dangerous exposure, or were part of a dangerous event of which FITTINOX cannot absolutely be responsible for.

9. Resolutions

9.1. In case the PURCHASER were in financial difficulties, becomes insolvent, or declares bankruptcy, FITTINOX will have the faculty to resolve all PURCHASE ORDERS immediately with the PURCHASER.

10. Limitation and exclusion of responsibility

10.1. FITTINOX's responsibility for any damage, cost, expense or loss of any nature whatsoever, resulting from the execution or non-execution of a PURCHASE ORDER will be limited to the compensation for direct or indirect damages, costs, expenses and losses for the total amount no greater than twenty-five per-cent (25%) of the value of the PURCHASE ORDER and nevertheless no greater than one hundred thousand EURO (100.000 euro).



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10.2. None of the Parties will be responsible to the other for loss of profitability, of turnover, of sales, or for any indirect damage (for example loss of production, cost of productive structure, labor costs, general administration and management expenses).

10.3. Any right not expressly indicated in these General Sales Conditions will not be taken into consideration and is to be considered non applicable.

11. Responsibility of respect of the law relative to the use of the PRODUCTS

11.1. The PURCHASER will have to respect the laws and regulations relative to the use of the PRODUCTS.

12. Applicable laws

12.1. The PURCHASER ORDER is regulated in any and every aspect by the Italian law.

12.2. Any controversy rising from the PURCHASE ORDER and/or these General Sales Conditions, including its validity, interpretation, execution and resolution will be dealt with in legal forum of Piacenza (PC) Italy.

12.3. Even if translated in different languages from Italian, the only translation of the General Sales Conditions to be used as a reference for any controversy is that in Italian.

13. Customer purchase order cancellation penalties

- Before FTX order confirmation 0%
- 2 weeks after order confirmation 20%
- 6 weeks after order confirmation 90%
- At material readiness 100%

