

## GENERAL CONDITIONS OF SALE AND WARRANTY

### Definitions

"Seller": Ranco S.r.l

" Buyer " means any company, corporation or entity that purchases the Seller's Products

"Products" means goods manufactured, assembled and / or sold by Seller

"Order" means any proposed purchase of products submitted by the Buyer to the Seller exclusively via fax, e-mail or other electronic means.

"Sale": any contract of sale concluded between the Seller and the Buyer on receipt by the buyer's written acceptance of the order by the Seller

"Trademarks" means all trademarks of which the Seller is the owner or licensee

"Intellectual Property Rights" means all intellectual and industrial property rights of the Seller, including, without limitation, the rights relating to patents for inventions, designs, utility models, trademarks, know-how, technical specifications data, these rights have been registered or not

### 1. General

1.1 These general conditions are applicable together with the special conditions of part II (to the extent the respective boxes have been completed). In case of contradiction the special conditions will prevail

1.2 This contract of sales is governed by the United Nations Convention on the International Sales of Goods and, with respect to questions not covered by such Convention by the laws of Italy.

1.3 Any reference made to trade terms (such as EXW, CIP, etc.) is deemed to be made to Incoterms published by the International Chamber of Commerce and current at the date of conclusion of this contract.

### 2. Characteristics of the Products - Modifications

2.1 Any information or data relating to technical features and/or specifications of the Products contained in dépliant, price lists, catalogues and similar documents shall be binding only to the extent they are expressly referred to in the Contract.

2.2 The Seller may make any change to the Products which, without altering their essential features, appear to be necessary or suitable.

### 3. Purchase Orders

3.1 Purchase orders collected by the Seller or its agents and representatives shall not be binding for him to than they are confirmed in writing by the Seller to the Buyer.

3.2 The sale is deemed completed when the Buyer receives from the Seller a written confirmation (by e-mail, fax or other electronic means) to comply with the terms and conditions of the Order or, in the event that the Buyer receives from the seller a written confirmation containing terms different from those contained in the Order, after two working days from the date of receipt of confirmation containing the terms different during the said period without the written objection is received by the seller to the Buyer.

3.3 The orders regularly accepted by the Seller can not be canceled by the Buyer without the prior written consent of Seller.

### 4. Time of delivery

4.1 If the Seller expects that he will be unable to deliver the Products at the date agreed for delivery, he must inform the Buyer within the shortest delay, in writing, of such occurrence, stating, as far as possible, the estimated date of delivery. It is agreed that if a delay for which the Seller is responsible lasts more than 8 weeks, the Buyer will be entitled to terminate the Contract with reference to the Products the delivery of which is delayed, by giving a 10 days' notice, to be communicated in writing (also by telefax) to the Seller.

4.2 Any delay caused by force majeure (as defined in art. 9) or by acts or omissions of the Buyer (e.g. the lack of indications which are necessary for the supply of the Products), shall not be considered as a delay for which the Seller is responsible.

4.3 In case of delay in delivery for which the Seller is responsible, the Buyer may request, after having summoned in writing the the Seller, a compensation for the damages actually suffered, within the maximum amount of 5% of the price of the Products the delivery of which has been delayed.

4.4 Except in case of fraud or gross negligence, the payment of the amounts indicated in art. 3.3 excludes any further compensation for damages arising out of non-delivery or delayed delivery of the Products.

4.5 Failure to withdraw of the Products by the Buyer on the date of delivery specified in the contract of sale makes in each case payable from the date scheduled for the same delivery, payment in full of the purchase price as if delivery had been performed. The Seller owns the goods at the risk and expense of the Buyer.

4.6 The Seller is entitled to suspend the fulfillment of its performance in the presence of a change in financial circumstances of the Buyer as to suggest that the latter does not fulfill the obligation of payment. In such cases, the Buyer, upon written request of the Seller, shall provide for the advance payment of the goods or, in the alternative, will provide adequate security for the performance (bank guarantee or insurance). In the absence of advance payment or suitable guarantee the Seller may terminate the contract and does not deliver the goods by giving notice by registered mail with return receipt requested or by PEC. Seller shall have the same option in the event that the Buyer was subjected to bankruptcy proceedings

## 5. Delivery and shipment - Complaints

5.1 Except as otherwise agreed, the supply of the goods will be Ex Works, even if it is agreed that the Seller will take care, in whole or in part, of the shipment.

5.2 In any case, whatever the delivery term agreed between the parties, the risks will pass to the Buyer, at the latest, on delivery of the goods to the first carrier.

5.3 Any complaints relating to packing, quantity, number or exterior features of the Products (apparent defects), must be notified to the Seller with a detailed report sent by registered letter with return receipt, within 7 days from receipt of the Products; failing such notification the Purchaser's right to claim the above defects will be forfeited. Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Seller with a detailed report sent by registered letter with return receipt, within 7 days from discovery of the defects and in any case not later than 12 months from delivery.

5.4 It is agreed that any complaints or objections do not entitle the Buyer to suspend or to delay payment of the Products as well as payment of any other supplies.

## 6. Prices

6.1 The prices are expressed in Euro and are always net of VAT. The prices quoted in the tender will be those accepted by the Buyer through the purchase order sent to the seller by e-mail, fax or other electronic means, and accepted by the applicant in the manner and to the exceptions listed in Art. 3.2 of this contract.

6.2 Unless otherwise agreed, prices are to be considered Ex Works, for Products packed according to the usages of the trade with respect to the agreed transport means. It is agreed that any other cost or charge shall be for the account of the Buyer.

## 7. Payment conditions

7.1 If the parties have not specified the payment conditions (by completing box S-5 or otherwise), payment must be made as indicated under article 6.2 hereunder.

7.2 If the parties have agreed on payment on open account, payment must be made, unless specified otherwise, within 30 days from the date of invoice, by bank transfer. Payment is deemed to be made when the respective sum is at the Seller's disposal at its bank in Italy. If it is agreed that payment must be backed by a bank guarantee, the Buyer must put at the Seller's disposal, at least 30 days before the date of delivery, a first demand bank guarantee, issued in accordance with the ICC Uniform Rules for Demand Guarantees by a primary Italian bank and payable against on simple declaration by the Seller that he has not received payment within the agreed term.

7.3 If the parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment refers to the full price. Unless otherwise agreed, the advance payment must be credited to the Seller's account at least 30 days before the agreed date of delivery.

7.4 If the parties have agreed on payment by documentary credit, the Buyer must, unless otherwise agreed, take the necessary steps in order to have an irrevocable documentary credit, to be issued in accordance with the ICC Uniform Customs and Practice for Documentary Credits (Publication n. 500), notified to the Seller at least 30 days before the agreed date of delivery. Unless otherwise agreed, the documentary credit shall be confirmed by an Italian bank agreeable to the Seller and will be payable for sight.

7.5 If the parties have agreed on payment against documents (documentary collection) payment will be, unless otherwise agreed, Documents Against Payment.

7.6 Unless otherwise agreed, any expenses or bank commissions due with respect to the payment shall be for the Buyer's account.

## 8. Warranty for defects

8.1 The Seller undertakes to remedy any defects, lack of quality or non-conformity of the Products for which he is liable caused by design error, construction or material defect, occurring within twelve months from

delivery of the Products, provided such defects have been timely notified in accordance with art. 4.3. The Seller will have the choice between repairing or replacing the Products which have shown to be defective. The Products repaired or replaced under the warranty will be submitted to the same guarantee for a period of six months starting from the date of repair or replacement.

The Seller can alternatively choose to indemnify the occurred damage by refunding the exact value of the repairing costs and / or the necessary modifications taken by the Buyer, or declare the conclusion of the contract assuring the return of the paid monies when the products is also returned to the Seller

8.2 The Seller does not warrant that the Products conform to special specifications or technical features or that they are suitable for particular usages except to the extent such characteristics have been expressly agreed upon in the Contract or in documents referred to for that purpose in the Contract.

8.3 Except in case of fraud or gross negligence of the Seller, the Seller's only obligation in case of defects, lack of quality or non-conformity of the Products will be that of repairing or replacing the defective Products. It is agreed that the above mentioned guarantee (i.e.: the obligation to repair or replace the Products) is in lieu of any other legal guarantee or liability with the exclusion of any other Seller's liability (whether contractual or non-contractual) which may anyhow arise out of or in relation with the Products supplied (e.g. compensation of damages, price reduction, resolution, loss of profit, recall campaigns, etc.).

8.4 Such warranty only includes the substitution or repair of the defective Products with the exclusion of any other and different obligation. The Product will be repaired by the seller at its own office, its secondary office or its own authorized reseller. The Buyer will have to provide with the sending at his own expenses the defective Product to the office, secondary office, or authorized reseller as indicated by the Seller. The Seller will transmit to the Buyer the new Product or the repaired Product, bearing therefore the costs of the shipment

8.5 The warranty shall not be valid if the defect or not conformity will prove to be depending on not correct on not suitable applications of the product, or if the product has been incorrectly placed in operation. Any change or replacement of product parts, which has not been authorized by the Seller may represent an accident risk and therefore releases the Seller from any civil or penal liabilities, and makes the warranty invalid. The warranty does not cover the normal products parts subject to consumption.

8.6 The parts replaced under warranty are, and remain, the Seller's property. The substituted parts that are not under warranty are the property of the Customer and remain at his disposal for two weeks within which time he can collect them or give instructions for them to be sent to him, at his expense. After this term of two week has elapsed the seller is authorized to consider such parts as scrap belonging to him and hence acquires the right to dispose of them without any compensation whatsoever.

## 9. Retention of title

9.1 It is agreed that, the Products delivered remain the Seller's property until complete payment is received by the Seller. The Buyer shall perform all formalities required by local laws in order to make valid and enforceable against third parties this clause of retention of title also working your Membership at any appropriate register, if required locally. The Buyer shall have the right to dispose of the Products delivered by the Seller or to process them in the ordinary course of the business The reservation of title is extended to the Products sold by the Buyer to third parties and to the price of such sales, within the maximum limits set forth by the laws of the country of the Buyer which regulate the present clause.

## 10. Force majeure

10.1 Either party shall have the right to suspend performance of his contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond his control, such as strikes, boycotts, lock-outs, fires, war (either declared or not), civil war, riots, revolutions, requisitions, embargo, energy black-outs, delay in delivery of components or raw materials

10.2 The party wishing to make use of the present clause must promptly communicate in writing to the other party the occurrence and the end of such force majeure circumstances.

10.3 Should the suspension due to force majeure last more than six weeks, either party shall have the right to terminate the Contract by a 10 days' written notice to the counterpart.

## 11. Intellectual Property Rights

11.1 The Intellectual Property Rights are the complete and exclusive property of the Seller and its communication or use under these Terms of Sale does not create in relation to them, any right or claim on the part of the Buyer. The Buyer agrees not to take any action incompatible with the ownership of Intellectual Property Rights

11.2 The Buyer declares that: a) the Seller is the exclusive owner of the Marks; b) the Buyer will refrain from using similar marks and record and / or confusingly similar to the Trademarks; c) the Buyer will use the Trademarks only in accordance with the instructions of the Seller and exclusively for the purposes referred to in these Conditions of Sale.



**Ranco Srl**

Via Maccari, 5 60131- Ancona, Italia

Tel +39 0712861543

E-mail [info@ranco.biz](mailto:info@ranco.biz)

P.IVA 02320600428

## **12. Jurisdiction /Arbitration**

12.1 The competent law courts of the place where the Seller has his registered office shall have exclusive jurisdiction in any action arising out of or in connection with this contract. However, as an exception to the principle hereabove, the Seller is in any case entitled to bring his action before the competent court of the place where the Buyer has his registered office.

12.2 Should the Buyer has his seat out of CEE, all dispute arising out of or in connection with the present General Conditions shall be finally settled under the Rules of Arbitration Chamber of Milano by one or more arbitrators appointed in accordance with the said Rules.

### **13 Final Provisions**

13.1 The total or partial invalidity of any provision of the present General Terms and Conditions of Sale shall not affect the validity of the other provisions.

13.2 The present General Terms and Conditions of Sale have been drafted in both Italian and English languages. In case of problems of interpretation the Italian version shall prevail.