



VIA DELL'INDUSTRIA, 8
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GENERAL CONDITIONS OF SALE

1 - OBJECT AND SCOPE OF THESE GENERAL CONDITIONS

These general conditions govern all current and future contractual relationships between CRESIMECC S.r.l. (hereinafter referred to as Supplier) and its buyers relating to the supply of mechanical components or processes/machining operations. Any agreements that modify the supply conditions must be made in writing and signed by the parties or included in the Supplier's written confirmation of acceptance of the order.

Unless specifically approved in writing by the Supplier, the general or special conditions which are different from or referred to by the Customer in its communications to the Supplier shall instead be deemed to have no effect.

2 - FORMATION OF THE CONTRACT

The supply contract is finalized with the Supplier's order confirmation of acceptance of the order.

However, if the conditions indicated in the Customer's order differ from those of the Supplier's written confirmation, the latter are valid as a new proposal and the contract is considered completed when the Customer starts executing it or accepts the products without express written reservation.

Failure to receive the order confirmation sent by the Supplier to the Customer within 5 (five) working days, implies a failure to receive the purchase order from the Supplier, therefore it is advisable to carry out a verification with the Supplier.

The order confirmation will be considered fully accepted by the Customer, not receiving any objection within 3 (three) days from sending. Only then can the contract be considered concluded.

3 - OFFER AND ORDER

The offers are valid for 30 (thirty) days starting from the formulation of the same. After this period they will no longer be valid.

The Customer's order must include the item code, the number of pieces, the prices, the requested delivery dates accompanied by any indication of the agreed courier.

Any changes and / or additions to orders already confirmed must be subject to express written approval by the Supplier and may lead to an extension of the delivery time to the material previously ordered.

4 - PRICES

The prices refer to the price list in force at the time of acceptance of the offer or issue of the order confirmation. The Supplier reserves the right to adjust the sale prices and therefore the price lists in force, in the event of an increase in raw materials, the cost of labor or any other factor that determines a substantial increase in production costs.

The currency is expressed in Euros.

The prices indicated on the documents are to be intended ex works (EXW-Incoterms 2010) unless otherwise agreed between the parties.

5 - TECHNICAL CHARACTERISTICS OF THE MATERIALS USED FOR THE PRODUCTS

The Customer is required to provide clear and precise indications regarding the materials to be used for the products to be made, the Supplier will be responsible for keeping the evidence of the characteristics (casting certificates, etc. - unless otherwise required by law). When the raw material for the production is delivered by the Customer, the Supplier will carry out the checks requested by the Customer in the acceptance process and in any case our incoming control procedure will be applied



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6. GEOMETRIC TOLERANCES

The Customer is required to provide the technical drawings with clear and precise indications regarding the geometric, linear and angular dimensional tolerances. Any requirements regarding the certification of the detected measures must be specified already in the offer request phase and reconfirmed at the time of the order. In the presence of contradictory or inaccurate indications or in the absence of particular indications, the supplier will adopt the following criteria: Tables UNI 2768-1 medium grade and UNI 2768-2 medium grade. These parameters are valid for the processing status existing at the time of the checks that the Supplier carries out.

Any damage or discrepancies as a result of subsequent work performed by the customer are not attributable to our organization.

7 - HEAT AND/OR SURFACE TREATMENTS

The Customer is required to provide clear and precise indications regarding any heat/surface treatments to be carried out. Any certifications of heat/surface treatments must be requested during the offer and reconfirmed at the time of ordering. The Supplier will not respond in any way to any final heat/surface treatments performed by the Customer after its own checks on possible deformations and/or non-compliance with the previously certified requirements.

8 - TESTING

The quality system of CRESIMECC provides for the definition of a quality control plan which determines the methods of control and testing of incoming and outgoing products.

Any specific control and testing requirements requested by the customer must be agreed and approved by the Supplier.

9 - EXCLUSIONS

Unless otherwise agreed in writing, all services, charges, packaging costs, taxes, stamps, customs fees, duties and any other additional charges not mentioned in the Supplier's order confirmation are not included.

10 – DELIVERIES

Unless otherwise agreed, the supplies are intended for goods delivered Ex Works.

With the remission of the materials to the Customer or the carrier, the Supplier gets rid of the delivery obligation and all risks on the materials themselves pass to the Customer even if the Supplier is in charge of the shipment.

The communicated delivery terms are indicative.

The delivery terms are considered extended by right:

- 1) if the Customer does not provide the data or materials necessary for the supply in time or requests variations in progress or, again, delays in responding to the request for approval of the drawings.
- 2) if causes independent of the goodwill and diligence of the Supplier, including delays of subcontractors, prevent or make the delivery within the established terms excessively burdensome.

In the event that the Customer is not in compliance with the payments relating to other supplies, the expiry of the terms is suspended and the Supplier can delay deliveries as long as the Customer has not paid the sums due.

In the event of failure by the Customer to take delivery of the products for reasons attributable to him or, in any case, for reasons beyond the control of the Supplier, the Customer will bear the risks and expenses for their safekeeping.

If the parties have agreed that, in the event of delayed delivery, the Supplier is required to pay a sum as a penalty, the Customer will not be able to request sums in excess of the penalty as compensation for damages suffered due to the delay.



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11 - FORCE MAJEURE

Each party may suspend the execution of its contractual obligations when such execution is rendered impossible or unreasonably onerous by an impediment independent of its will such as for example: strike, boycott, lockout, fire, war (declared or not), civil war, riots and revolutions, requisitions, embargo, laws, regulations or measures of public authorities, power outages, serious delays in the delivery of components or raw materials. Any circumstances of the type indicated above, occurring before the conclusion of the contract, will give right to the aforementioned suspension only if the consequences on the execution of the contract could not have been foreseen at the time of the conclusion of the contract. The party wishing to make use of this clause must immediately notify the other party in writing of the occurrence and termination of circumstances of force majeure

12 - PAYMENTS

Unless otherwise agreed, payments must be made by the Customer within the terms provided in the written confirmation of order acceptance at the Supplier's home or at the credit institution indicated by him: in case of delay, the Customer will be required to pay the default interest, without prejudice in any case to the right of the Supplier to seek compensation for the greater damage suffered.

Any disputes that may arise between the parties do not release the Customer from the obligation to observe the conditions and terms of payment.

Any delays on the agreed terms must be expressly accepted by the Supplier. It is the faculty of the seller in this case to apply conventional interests to the extent of the T.U.R. increased by 5 (five) points.

The customer will be required to pay in full for the products even in the event that exceptions, disputes or disputes arise which will be defined only after payment of the amount due.

13 - RESERVE OF OWNERSHIP

The Supplier retains ownership of the products supplied until full payment of the agreed price.

14 - WARRANTY

The Supplier guarantees the conformity of the products supplied, meaning that the products are free from defects in materials and/or machining process and that they comply with the provisions of a specific contract accepted by the parties.

The warranty period is twelve months from the delivery of the products and, for the replaced products or components, from the day of their replacement.

Within this period, the Supplier to whom the Customer, not later than eight days from delivery for obvious defects and eight days from discovery for hidden ones, has reported in writing the existence of the defects undertakes, at his choice - within a period reasonable due to the extent of the dispute - to repair or replace free of charge the products or parts of them that were found to be defective. The return of non-compliant goods must always be authorized by the Supplier in writing and must respect total integrity.

The replacements or repairs are usually carried out ex works: the costs and risks for the transportation of the defective products are charged to the customer. However, if the Supplier, in agreement with the Customer, deems it more appropriate to carry out the work necessary for replacement or repair at the Customer place, the latter will bear the travel and subsistence expenses of the technical staff made available by the Supplier and will provide all means and the auxiliary staff required to perform the intervention in the fastest and safest way.

The warranty expires whenever the products have been dismantled or repaired without the Supplier's authorization. The Supplier is also not liable for defects of conformity of the products due to normal wear and tear of those parts which, by their nature, are subject to rapid and continuous wear.

15 - RESPONSIBILITY OF THE SUPPLIER



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The Supplier is solely responsible for the proper functioning of the supplied components and, on the other hand, assumes no responsibility for any defective operation of machines or systems made by the Customer. In any case, outside the peremptory and mandatory assumptions envisaged by the current law on the subject of supplier liability, and except as provided for in art. 1229 cod. civil, the Customer will not be able to claim compensation for direct and indirect damages, lost profits or production losses, nor will he be able to claim for compensation sums greater than the value of the goods supplied.

16 - EXPRESS TERMINATION CLAUSE AND TERMINATION CONDITION

The supply contract will be automatically terminated pursuant to art. 1456 of the Italian Civil Code as a result of the simple written declaration of the Supplier to want to avail itself of this express termination clause, if the Customer omits or delays the payments due

17 - APPLICABLE LAW

All foreign supply contracts governed by these general conditions are governed by Italian law.

18 - JURISDICTION

For any controversy deriving from the Contract or connected to it, the court of the Supplier will be exclusively competent; however, notwithstanding the above, our organization will always have the right to appeal to the Court of the Customer.

The Customer declares to specifically approve, pursuant to articles 1341 and 1342 of the civil code, the following clauses of the general supply conditions: art. 1 (OBJECT AND SCOPE OF THESE GENERAL CONDITIONS), art.2 (FORMATION OF THE CONTRACT), art.3 (OFFER AND ORDER), art. 4 (PRICES), art. 5 (TECHNICAL CHARACTERISTICS OF THE MATERIALS USED FOR THE PRODUCTS), art. 6 (GEOMETRIC TOLERANCES), art. 7 (HEAT AND/OR SURFACE TREATMENTS), art. 8 (TESTING), art. 9 (EXCLUSIONS), art. 10 (DELIVERIES), art.11 (FORCE MAJEURE), art. 12 (PAYMENTS), art. 13 (RESERVE OF OWNERSHIP) art. 14 (WARRANTY), art. 15 (RESPONSIBILITY OF THE SUPPLIER), art. 16 (EXPRESS TERMINATION CLAUSE AND TERMINATION CONDITION), art. 17 (APPLICABLE LAW), art. 18 (JURISDICTION)

CRESIMECC Srl