



General Terms and Conditions for Sale and Delivery of the VE-CA SRL

Edition : 2010

Definitions and Scope of Validity

1. Parties: VE-CA SRL (hereinafter referred to as "VE-CA") and the COMPANY commissioning the goods (hereinafter referred to as "COMPANY").
2. VE-CA shall deliver and produce exclusively on the basis of the following General Terms and Conditions of Sale and Delivery in their version valid at the time the order is placed.
The present General Terms and Conditions for Sales and Delivery shall apply to any, also to future, agreements on deliveries and other performances including contracts for work and work performances contracts executed for the industry, trade, business, associations, communal and similar institutions, but not for private individuals.
This shall apply also in case the COMPANY notified us of his own differing general terms and conditions. The COMPANY's Terms and Conditions shall not be recognized even in the case we do not expressly contradict them again after their receipt.
Oral arrangements shall be binding upon us only if and to the extent they have been confirmed by us in writing.

Offers and conclusion agreements

3. Our offer shall be subject to an Order Confirmation at the time of receipt of the COMPANY's Order.
Any oral agreements and undertakings of our employees shall be binding only when confirmed by us in writing.
Any order of the COMPANY shall be binding.
4. The information, drawings, illustrations, technical data, indications of weight and measures and the performance descriptions contained in the brochures, catalogues, circulars, advertisements, price lists and any other documents pertaining to an offer shall always be non-binding and shall not result in an agreement on the quality of our goods, unless they have been expressly qualified as binding in the Order Confirmation.
5. Especially our declarations relating to our offers (for example descriptions of performances, reference to DIN standards, etc.) shall, in the case of doubt, not be considered as an acceptance of guarantee. Any acceptance of guarantee shall require our express written declaration.
6. We shall not assume any Procurement Risk.
We shall be entitled to withdraw from the agreement in case we do not receive the item to be delivered or the unfinished materials despite of having previously concluded the corresponding Purchase Order.
According to section 59, our liability for specific intent, gross negligence shall be unaffected.
We shall inform the COMPANY immediately if the item to be delivered or the unfinished materials will not be available in time.
7. The COMPANY shall accept the delivery. If the acceptance of a delivery is seriously and definitely denied, we shall be entitled to withdrawn from the agreement by a written statement and claim damages on account of non-fulfilment.



8. Force majeure, labour disputes, riots, governmental measures and any other unforeseeable, unavoidable and serious events shall exempt us, for the duration of the disturbance and to the extent of their impact, from our obligation to perform.
- This shall apply as well in case any possible event occurs at a moment in which our performance is already delayed, unless we caused the delay intentionally or grossly negligently.
- In such a case we shall provide the COMPANY immediately and to a reasonable extent with the required information. In such a case, the COMPANY shall adapt in good faith our obligations to perform resulting from the contractual relationship to the changed circumstances.

Long-term and call contracts, price adjustment

9. Unlimited contracts may be terminated by 12 months' notice.
10. If any significant change occurs in the case of long-term contracts (contract with a term of more than 24 months and unlimited contracts), in respect of wage, material or energy costs, each of the contracting partners is entitled to demand an appropriate adjustment of the price, taking these factors into consideration.
11. Where a binding order quantity is not agreed, our calculation will be based on the non-binding order quantity expected by the COMPANY for a specific period of time (target quantity). Where the COMPANY purchases less than the target quantity, we are entitled to increase the unit price by an appropriate amount. Where the COMPANY purchases more than the target quantity, we will reduce the unit price accordingly, provided that the COMPANY has given notice of the surplus requirement not less than 3 months before delivery.
12. In the case of call supply contracts, unless otherwise agreed, binding quantities are to be notified to us by call not less 3 months before the delivery date.

Confidentiality

13. Each of the contracting partners will use all documents (which will also include samples, models and data) and information received by them under the business relationship only for the contractual purpose, and maintain secrecy in respect of third parties with the same due care as applied to their own documents and information, where the other partner describes them as confidential or has an obvious interest in maintaining secrecy in respect of such documents or information. This obligation commences on receipt of the first documents or information and ends 36 months after the end of the business relationship.
14. The obligation does not apply to documents and information which are generally known, or which were already known to the contracting partner on receipt and where the contracting partner was not under obligation of secrecy, or where they are subsequently conveyed by third party who is authorized to pass on such documents or information, or where the documents or information are developed by the receiving contract partner without exploitation of documents or information of the other contracting partner.

Drawings and Specifications

15. Where one of the contract partners makes available to the other drawings or technical documents relating to the goods to be supplied, or to the manufacture of such goods, to the other partner, these remain the property of the contract partner submitting them.



Samples and Production materials

16. Manufacturing cost for samples and production materials (tools, dies, templates, etc.) will, unless otherwise agreed, be invoiced separately from the goods to be supplied. This also applies to production materials which have to be replaced as a result of wear or tear.
17. The cost for maintenance and proper storage, together with the risk of damage to, or destruction of the production materials, will be borne by us.
18. Where, during the period of manufacture of samples or production materials, the COMPANY abandons or terminates the co-operation, all manufacturing costs incurred up to that time will be borne by that COMPANY.
19. Even where the COMPANY has paid for them, the production materials remain our property at least until completion of supply contract. The COMPANY is then entitled to reclaim the production materials, where a mutual agreement has been reached in respect of the time of delivery and the COMPANY has fully complied with his contractual obligations.
20. Purchaser-related production materials may be used by us for supply to third parties only with the prior written authorization of the COMPANY.

Prices

21. Unless otherwise specified or agreed in writing by us, our prices are in Euro, exclusive of turnover tax, packing, freight, carriage and insurance.

Payment terms

22. Unless otherwise specified or agreed in writing by us, all our invoices are due for payment within 30 days of the invoice date.
23. Where we have indisputably supplied goods which are partly defective, the COMPANY is nevertheless obliged to pay for the non-defective parts, unless partial delivery is of no use to him. In other respects the COMPANY may only set off payment against counter-claims which have been determined by final judgment or are not disputed.
24. If the payment terms are not met, we shall be entitled to bill interest on arrears at the rate charged to us by the bank for current account overdrafts, but at a minimum of 7 percentage points above the base interest rate of the European Central bank at the time.
25. In the event of any delay in payment we may, after giving notice in writing to the COMPANY, suspend our obligations until payments have been received.
26. Bill of exchange and cheques will only be accepted where this has been agreed, and only on account of performance and on condition that they may be discounted. Discount charges will be calculated from the due date for payment of the invoice amount. A guarantee for presentation of bills of exchange and cheques at the due and proper time and for the lodging of a protest is excluded.
27. If it becomes apparent after conclusion of the contract that our claim to payment is at risk owing to the COMPANY's lack of adequate financial capacity, we shall be able to refuse performance and to set the COMPANY a reasonable deadline within which it must make payment or provide security concurrently with delivery. If the COMPANY refuses to do so or the deadline expires without result, we shall be entitled to withdraw from the contract and demand of damages.



Delivery

28. Unless otherwise specified or agreed by us in writing, we will deliver "Ex-Works". Compliance with the delivery date or delivery period will be based on our notification of readiness for dispatch or collection.
29. The delivery period commences on dispatch of our Order Confirmation and will be extended as appropriate where the provisions of Article 55 below apply.
30. Partial deliveries are permitted within reason. They will be invoiced separately.
31. Production-related long or short deliveries are permitted within a tolerance of 15 per cent of the total order quantity. The total price will be adjusted accordingly.

Dispatch and transfer of risk

32. Goods which are notified as being ready for dispatch are to be taken over immediately by the COMPANY. We are otherwise entitled, at our option, to dispatch them or to store them at the cost and risk of the COMPANY.
33. In the absence of any special agreement, we will select the transport method and routing.
34. The risk transferred to the COMPANY on handover to the railway, forwarding agent or freight carrier, or on commencement of storage, but in any case not later than departure from the factory or warehouse; this also applies if we have undertaken delivery.

Delay in delivery

35. If we are able to anticipate that it will not be possible for the goods to be delivered within the delivery period, we will inform the COMPANY in writing of the reasons for this, and also, if possible, indicate the probable delivery date.
36. In the event of delivery being delayed by one of the circumstances as set forth in Article 55 below, or as a result of any action or omission on the part of the COMPANY, an extension of the delivery period will be granted appropriate to the circumstances.
37. The COMPANY is only entitled to withdraw from the contract if we are responsible for the delivery date not being met and the COMPANY has allowed us a reasonable period of grace without result.

Reservation of title

38. We reserve the right of ownership in respect of the goods supplied until such time as all claims under the business relationship with the COMPANY have been met.
39. The COMPANY is entitled to sell these goods in the regular course of business, provided it meets its obligations arising from the business relationship with us in good time. However, it may neither pledge the reserved goods nor transfer ownership of them as security. It is obliged to protect our rights if goods which are subject to reservation of title are sold on credit.
40. In the event of breaches of its duties by the COMPANY, in particular in the case of delayed payment, we shall be entitled, after a reasonable period of grace allowed to the COMPANY for performance has elapsed without result, to withdraw from the contract and take back the goods: this shall not affect the statutory provisions concerning cases where it is not necessary to allow a period of grace. The COMPANY shall be obliged to surrender the goods. We shall be entitled to withdraw from the contract if an application is filed for insolvency proceedings to be instituted against the COMPANY's assets.



41. With immediate effect the COMPANY assigns to us as security all claims and rights deriving from the sale or any hiring, for which we may have given the COMPANY permission, of goods over which we have rights of ownership. We hereby accept the assignment.
42. Any working or processing of the goods which are subject to reservation of title shall at all times be carried out by the COMPANY on our behalf. If the goods which are subject to reservation of title are processed or inseparably mixed with other items not owned by us, we shall acquire joint ownership of the new product in the proportion of the invoice value of the goods which are subject to reservation of title to the other processed or mixed items at the time of processing or mixing.
If our products are combined or inseparably mixed with other moveable items to form a single product and the other product is deemed to be the principal product, the COMPANY shall transfer joint ownership to us on a pro-rata basis, as far as the principal product is owned by it. The COMPANY shall maintain ownership or joint ownership on our behalf. In all other respects the same shall apply to the product created by processing or combination or mixing as to the goods which are subject to reservation of title.
43. The COMPANY must inform us immediately of enforcement measures being taken by third parties in respect of the reserved goods by handing over to us the documents required for any intervention. This also applies to infringements of any other kind.
44. If the value of the existing securities exceeds the secured claims in total by more than 20 per cent, we undertake, at the COMPANY's request, to release securities of our choice in this respect.

Warranty

We shall be liable for deviations of the goods supplied by us from their agreed or usual quality exclusively according to the provisions of the present General Standard Terms and Conditions and, in particular, in accordance with the following prescriptions:

45. GOODS SOLD BY VE-CA ARE NOT RECOMMENDED FOR USE IN CRITICAL LIFE APPLICATION, OR LIFE SUPPORT SYSTEMS, UNLESS OTHERWISE STATED EXPRESSLY IN WRITTEN FORM TO THE COMPANY.
46. Complaints about the faultless quality of the goods can only be accepted if more than 5% of the delivered goods show provable defects.
47. Any defects of goods shall be notified immediately in writing, at latest within 7 days of receipt of goods. Any defects that cannot be discovered within this period despite of an extremely careful examination shall be notified in writing within 7 days after their discovery – by immediately stopping any possible treatment or processing.
48. After the execution of the agreed acceptance of the goods by the COMPANY, the latter shall no longer be entitled to lodge a complaint with regard to the defects that could be discovered upon the agreed kind of acceptance.
49. In case the deviation from a possibly agreed quality is unimportant and in case the impairment of the usefulness is only insignificant, the COMPANY shall not be entitled to any claims on account of defects.
50. The quality of the goods is determined exclusively by the technical supply specifications such as drawings, specifications, samples.

In all cases, the COMPANY will take over all the risks of fitness for the intended use.



The condition of the goods in accordance with the contract is determined as at the time of transfer of risk in accordance with Article 31 above.

51. Any material defects in respect of any defect deriving from unsuitable or improper use, misapplication, defective assembly or operation by the COMPANY or third parties, normal wear and tear, defective or negligence handling, will also be excluded as the consequences of unsuitable modifications or repairs undertaken by the COMPANY or third parties without our approval. The same shall apply to defects which only reduce the value of the goods or their fitness for their intended use to an insignificant extent.
52. Claims for material defects shall become statute-barred at the time stipulated by law, unless otherwise agreed.
53. Where it is agreed that the goods are to be accepted after completion or that initial samples are to be tested, notification of defects which could have been discovered by the COMPANY under careful acceptance or testing of initial samples is excluded.
54. We must be given the opportunity of assessing the notified defects. The goods complained of must be returned to us immediately; we will take over the transport costs where the notice of defect is justified. In the event the COMPANY failing to observe these obligations, or carrying out modifications of the goods which are complained of without our consent, he will lose any claims for material defects.
55. In the event of notice of defect which is justified and made at the due and proper time, we shall be entitled, exclusively at our discretion, to take back the rejected goods and to replace them by goods that are free of defects or to rework them.

The liability for consequential, incidental, indirect or special damages due to defects shall be globally excluded.

56. In the event of our failing to meet these obligations, or failing to do so within a reasonable time in accordance with the terms of the contract, the COMPANY may set in writing a final deadline within which we must fulfill our obligations. In the event of this period expiring without result, the COMPANY may demand reduction of the price or withdraw from the contract.
57. The warranty period shall be of 12 months. The warranty period shall start to run with the delivery date. The warranty extends directly to the COMPANY and not to the COMPANY's customers, agents or representatives.

Other claims

58. Unless otherwise specified below, any additional or more extensive claims by the COMPANY against us are excluded. This shall apply in particular to claims for damages for a breach of duties arising from the obligation or from unlawful acts. We are therefore not liable for any damage not deriving from the delivered goods themselves. We are in particular not liable for any loss of profit or other financial losses by the COMPANY or the COMPANY's customers, agents or representatives.
59. The limitations of liability indicated above do not apply in the case of specific intent, gross negligence on the part of our legal representatives or senior employees, and in the event of culpable violation of significant contractual obligations. In the event of culpable violation of significant contractual obligation we are liable – other than in cases of specific intent or gross negligence on the part of our legal representatives or senior employees – only for standard contractual loss, or loss which might reasonably have been expected.



60. Insofar as our liability is excluded or limited, this is also applicable to the personal liability of our employees, workers, personnel, legal representatives and vicarious agents.

61. The legal provisions relating to burden of proof are not affected by this.

General Limitation of liability

62. Except as expressly provided for these Conditions or as otherwise agreed, VE-CA shall in no circumstances, including product liability, be held liable for any incidental, indirect, consequential or special loss or damage including, but not limited to, loss of profit, loss of production, discarded production or claims from the COMPANY or the COMPANY's customers, agents or representatives. VE-CA shall have no liability for any claim whatsoever when notification is made more than one year after the date on which the risk for the goods was transferred onto the COMPANY.

Force majeure

63. Acts of God, industrial disputes, disturbances, official measures, non-arrival of deliveries from our suppliers and other unpredictable, unavoidable and serious events will release the contracting partners from their duty to perform for the duration of the disturbance and to the extent of their effect. This is also applicable where these events occur at a time when the contracting partner concerned is in default, unless the delay is caused intentionally or gross negligently. The contracting partners are obliged, so far as is reasonable, to provide the necessary information immediately and in good faith to adjust their obligations to the changed conditions.

Place of performance, place of jurisdiction and applicable law

64. Unless otherwise indicated in the Order Confirmation, the place of performance is our principal place of business.

65. The place of jurisdiction for all legal disputes, including any action relating to payment bills of exchange or cheques, is our principal place of business. We are also entitled to bring an action at the place of business of the COMPANY.

66. The contractual relationship is exclusively subject to the laws of Italy.

Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG – "Vienna Sales Convention") is excluded.