



GENERAL CONDITIONS OF SALE

These Sales Conditions are to be applied to the sale of goods and/or services mutually agreed between the Parties involved; these Conditions are intended to be valid and binding for the Parties, that will subscribe these Conditions for acceptance.

These Sales General Conditions are about standard products supplied by Company C.T.A. S.p.A. - from now on named Seller and its branches – to Companies and Authorities intended to purchase them – from now on named Customer.

These Sales General Conditions are related to the scope of supply, of which define terms and limits.

A Representative of the Seller and One of the Customer will sign these General Conditions for acceptance and approval, and to them will consider their respective Companies/Authorities bound.

ART. 1 – SUBJECT OF SUPPLY

It is defined as subject of supply the content of the official document called “Purchase Order” issued by the Customer. In case of discrepancies between Purchase Order and commercial offer, the Seller will issue an Order Confirmation, pointing out all changes in written form. Every change to the original Purchase Order will be an “Order Amendment “. Purchase Order in original and Order Confirmation when existing, will be attached to these Sales General Conditions of which are integral part.

Purchase Order and Confirmation will be from now on defined “Documents related to the Purchase Order”.

ART. 2 – PACKING, TRANSPORT AND INCOTERMS

Unless differently specified by the Customer, the Delivery Term is to be considered as “ex-works” and the packing will be in accordance to the Seller’s standard procedure.

To protect itself and the Customer, the Seller will follow the “INCOTERMS”, last version, year 2010.

ART. 3 – DELIVERY TIME & DATE

The delivery date will be clearly exposed in the Purchase Order and related docs; it will bind the Customer to collect goods on that day.

The Goods will be in stock maximum 30 (thirty) days free of charge; after that date, a fee will be charged to the Customer.

The Seller will not be held responsible for delay in the supply if the delay is caused by uncontrolled natural events, called “acts of God” (among which earthquakes, seaquakes, volcanic eruptions and other natural catastrophes) and in case of serious events from man, among which revolutions, wars, political and/ or social disorders and any other exceptional situation, beyond reasonable control. Should it occur, the Seller will inform the Customer and the Customer will do the same with the Seller, in case of uncontrolled events at the point of destination of the goods. In this case, either different delivery terms will be agreed or the Seller will keep the goods in stock, free of charge for the Customer, for a period of time to be mutually agreed.

ART. 4 – PAYMENT

Based on information received from Credit Insurance Company, the Seller will fix a credit line to be granted to the Customer.

If the total amount of the supply is within this line, the payment will be at 60 (sixty) days end of month date of invoice.

In case the supply total amount is over the fixed credit line, the Seller will require guaranteed and/or advance payments.



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Shouldn't the Customer pay in due time, the Seller reserves the right to stop the supply. The ownership of the goods will pass from Seller to Customer only when the supply amount has been totally paid.

ART. 5 – GUARANTEE

The Seller supplies goods with guarantee from Manufacturer.

The Customer is obliged to inform the Seller about defects in manufacturing or non-conformity goods within eight (8) from date of receipt of the goods; (30) thirty days are left in case of defective goods. The notice to the Seller shall be transmitted in written form within the required time.

Shouldn't time limit and written form be respected, the Seller will be released from Manufacturer's twelve-month-guarantee and from all other liabilities related to goods and services involved.

Should the information be sent in due time and way, according to this guarantee the Seller will repair, substitute or refund the sale price of defective goods and/or inadequate services, up to a final reimbursed amount not exceeding 80% (eighty percent) of the total value of the supply.

Then, the Seller guarantees all corrective actions regarding defects of material or manufacture for 12 (twelve) months from date of repair or substitution.

Possible repair or substitution of defective goods and/or inadequate services will be of no influence on payments; in no way and for no reason Customer will suspend payments in progress.

In case of missing goods, the Customer has to inform the Seller at goods receipt and not later, pointing it out in the delivery note to be sent back to the Seller.

ART. 6 – LIMITS TO SELLER'S LIABILITY

Seller disclaims every responsibility in direct or indirect damages to people or things resulting from wrong installation, improper use and maintenance of goods /services supplied.

ART. 7 – PROPER AND SUITABLE USE

Goods/services are supplied according to the Purchase Order and to the standards of reference; their use to the purpose for which they have been purchased is under the sole and total responsibility of the Customer.

ART. 8 – GOVERNING LAW AND JURISDICTION

Jurisdiction about any controversy/interpretation and/or execution of this contract is regulated by Italian Law; the designated court is Torino, Italy, Europe.

DATE

(NAME OF SUPPLIER)

(NAME OF CUSTOMER)