

GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale regulate the contract between the buyer and Grazioli Remac s.r.l., hereinafter the company.

1. The contracts that will be entered into are regulated by Italian law and by the terms and conditions that follow, unless otherwise agreed to in writing; furthermore, they are considered finalised at the time of signature or when the company receives unconditional acceptance of the offer.
2. Weights, dimensions, capacities, ranges and other data are only indicative and are not binding unless explicitly quoted in writing.
3. The company complies with current construction and safety legislation in Italy; the buyer takes on the risk of Italian laws and those in effect in the country where the machinery is used not corresponding. The company supplies the buyer with machinery compliant with the "CE" regulations, complete with the appropriate documentation and, in the case of machinery that runs on roads, it supplies all documents (based on Italian and/or European legislation) necessary to have it registered. The company does not assume responsibility for equipment running on roads that is not type approved and that is made on the customer's request, or requested by the customer without testing.
4. The prices are ex-works, also when it is agreed that shipment will be arranged by the seller, although transport will be at the expense and risk of the buyer. The delivered products remain the property of the company to the extent permitted by Italian law (Art. 1523 et seq. of the Italian Civil Code; suspensive condition with retention of title) until the price is paid.
5. Unless otherwise agreed to in writing, payment will be made as follows:
 - a) 30% to confirm the order
 - b) 70% when the goods are readyAny delay or irregularity in payment entitles the company to suspend execution of the outstanding contract and the right to compensation for any damage. We also confirm the right to obtain delayed payment interest at the rate to be determined. The company will demand immediate payment of the balance if bills of exchange/instalments, receipts or credit limits as payment are not settled on their due dates. The buyer is required to pay even in the event of complaints, disputes or defects of the goods. Payments made to a person without proper mandate of the company are not recognised. If the company believes that the buyer might become insolvent, it may request payment in advance for the full price or a bank guarantee as coverage.
6. In the case of storage at the customer's warehouses, it is understood that the machinery is the sole property of the company until the formal request of invoicing. The price of sale will be that shown on the price list in effect at the time invoicing is requested. The equipment placed in consignment stock must be invoiced or returned within one year from consignment unless otherwise arranged. Reference is made to the Italian Civil Code rules on deposit (except for Art. 1774 and 1781) for everything not expressly stated herein, and to the extent applicable to the sale-or-return contract.
7. The company undertakes to remedy any product flaw resulting from material or manufacturing defects during the six-month period, provided that the flaw is notified within 15 days from the date it is discovered. However, the warranty does not apply to parts not produced by the company (which will be replaced according to the warranty provided by the manufacturer) or consumables. The company shall confine itself to repairing and/or replacing the defective parts. Said part must be sent to the company at the buyer's expense, and they will be returned to the buyer also at the buyer's expense. The warranty does not apply to defects caused by improper use or maintenance

and in any case by use that does not comply with the conditions of use recommended by the company, or those resulting from modifications or repairs made without the permission of the technical staff specified by the company.

- 8.** The offices of the seller are considered, to all intents and purposes, as the place of execution of the above-stated obligations. The court of jurisdiction for all disputes that may arise is that of Brescia, Italy.