### 1 GENERAL SALES CONDITIONS

The order is processed under the conditions described below that cancel and supersede the earlier ones.

They refer all offers and confirmations of orders shipped by us.

These conditions of sale referring to CTA ELECTRICAL TRANSFORMERS S.r.l. as "SELLER" and the company sends the order as "BUYER."

## 2 ORDER

- 2.1 The orders must be sent by fax or by mail, even when they were already communicated by telephone.
- 2.2 Any change orders must be communicated in writing.
- 2.3 In case the seller sends the Order Confirmation Buyer, Seller will become the order only upon receipt of your order confirmation duly accepted in writing by Buyer.

## 3 TERMS OF DELIVERY

- 3.1 The terms of delivery are only indicative and means "except in cases of major force."
- 3.2 The delivery of goods refer to their availability at the Buyer Seller's stores.
- **4 DELIVERY**
- 4.1 Unless otherwise agreed in writing, the goods are supplied ex-works departure.

### **5 PRICES AND TERMS OF PAYMENT**

- 5.1 The list prices of the Seller does not include VAT.
- 5.2 The pallets will be charged with the following costs and will be missed:
- Small bench or other types of pallets and various measures to € 10,00 each excluding VAT,
- EPAL pallet/EUR € 20,00 each excluding VAT.
- 5.3 Payments must be made within the terms of payment agreed in writing and in force.
- 5.4 Late payments Any delay in payment will result:
- a) possible legal action and, in any case, interest on delayed payments;
- b) advance payment of goods to be delivered to Buyer.
- 5.5 Deductions from the total amount of invoice The bills must be paid without any deduction not is attributed to a credit note issued by the Seller.
- 5.6 Discounts Any discounts must be authorized in writing by the Seller or be listed on the invoice.
- 5.7 Interest In case of delayed payment from the date of expiry, art. 1224 d.c. I and II Comma default interest as far as rate plus 5 percentage points.
- 5.8 Variation of conditions of sale for non-payment In case of non-payment, even Partial Seller will have the option to terminate the contract without the need for formal notice and without perform the delivery of goods still to be allocated to Buyer. Therefore, the seller will not no shipment, even if provided by a previous order confirmation, terms of payment agreed and any subsequent shipments will be made only on advance payment.
- 5.9 Revision prices If as a result of unforeseen circumstances have experienced increases in the cost of materials or labor that would lead to an increase in the price of more than 5% (five percent) the Seller may request a review of the same price. Will be edited's check Such increases before the bill.

. 0 Disputes on the invoice - Any inaccuracies and/or errors and/or dispute reported in the invoice are be notified no later than the 15th day post, after that period the bill is fully accepted in its entirety.

#### **6 TRANSPORT AND RISKS**

Upon delivery of goods at our store starting the risks are transferred to the carriage: 6.1 for marketing goods made "Ex works departure"

6.2 for marketing goods made "Franco fate debit invoice" when at the request and instructed Buyer. The Seller shall arrange transportation, whose costs are charged on the invoice from Seller Purchaser. Upon receipt of the goods Buyer must check the quality of goods and their correspondence to the document transport and/or invoice. In the event of a dispute related to delivery Buyer must note the "RESERVE" on the document delivery informing that the seller by fax with a copy of the document. The reporting should be done by registered mail to the seller within 7 days of delivery of the goods.

6.3 The goods still traveling at your own risk to the purchaser.

#### **7 WARRANTY**

- 7.1 The Seller guarantees the quality of the product and the same under the law is free from defects. The product is guaranteed in accordance with the specifications described in the product documentation Provided. The guarantee is provided from the date of delivery of the product for 12 (twelve) months validated by transport document or invoice, and refers only to defects in materials or construction, always that the product has been properly stored dall'Aquirente, correctly installed, has not been tampered with and has been properly used.
  7.2 In the event that the buyer finds the presence of defects, the Seller is obliged only to provide, at its discretion, or the sending of the product in place at its care and expenses or the repayment of the amount paid for that product, excluding any liability for any direct or indirect against third parties, people and/or things: Seller will not be liable to Buyer or subsequent users, loss of production, profit, or used any consequential damage, Economic direct or indirect involvement of any kind or cause. The cost of dismantling and reassembling product sold by the Seller are necessary to remedy the defect will be borne by the purchaser.
- 7.3 The purchaser will have the obligation to terminate within a period of 8 days on pain of revocation to the defects found order to allow the Seller any verification.
- 7.4 The buyer is responsible for choosing the product, if it is found that stems from an erroneous assessment of conditions.
- 7.5 Buyer is responsible for this product and therefore the correct links Electrical by all existing safety standards.

# **8 SECURITY: TERRITORIAL RESTRICTIONS**

The guarantee is specifically excluded for supplies in the U.S.-CANADA or countries subject to the same law, unless it is specifically and unequivocally accepted in writing by the Seller.

## 9 OTHER CONDITIONS

- 9.1 Any amendment to the General Terms of the Seller must be made in writing.
- 9.2 The general conditions of purchase Buyer, when against with the general sales conditions of the Seller, are not accepted unless approved in writing from the Seller.

## **10 RETURN OF PRODUCTS**

- 10.1 It will not be accepted any return of goods, unless prior written consent of Seller.
- 10.2 Buyer, authorized in writing made by the Seller must return the goods following carefully to the instructions that will send the Seller with his permission.
- 10.3 Goods, which has been allowed to return, upon their arrival at the warehouse of the Seller, are received with "retention of control".
- 10.4 The goods for which it is allowed to return must be sent in accordance with the instructions of the Seller, in particular as regards packaging and transportation. None of goods will be made Accepted unless authorized in writing.

# 11 SUSPENSION OF SUPPLIES

In case that the Seller feedback from objective data that the purchaser could not meet its obligations Seller will be entitled to suspend deliveries underway for the part not yet welded.

# **12 JURISDICTION**

For any dispute, interpretation or performance of the forum is only one of Crema.

### 13 APPLICABLE LAW

The applicable law is the Italian Law.