

GENERAL SALES-CONDITIONS

1 - GENERAL CONDITIONS

The orders for the supply of materials or services are subject to acceptance by the client of the general conditions listed below, in addition to the special conditions related to specific offers. The supply only includes the services or materials indicated and described in the offers. All materials or services not mentioned in the offers, including those for supplementing the supply, must be separately assessed. We reserve ourselves the right to make any changes required to the ordered material so as to improve the project or manufacturing, provided that such changes do not substantially alter the ordered project or materials.

2 - PACKAGING AND DELIVERY

Packages shall be invoiced at the net cost. However, the goods are delivered at the client's cost and risk, even when delivered duty-free. If no complaints are received by us within eight days from the arrival of the goods at their destination, they shall be deemed as accepted.

3 - DELIVERIES

The delivery terms are those expressly indicated in our order-confirmation or acceptance, and it is understood that they shall become effective from the date of it until the day when we prepare the goods for shipment.

We shall comply with the agreed terms to the extent allowed by the normal course of our production, and we shall not be liable for any direct or indirect damage caused by delays in delivery.

The commitments undertaken shall in all cases be subject to availability of labor and to the possibility of acquiring basic raw material.

Should we fail to comply with the agreed terms due to force majeure events or to impediments beyond our control (production rejections, delays in our suppliers' deliveries, transport-difficulties, strikes, etc.), the client shall not be entitled to cancel the order or claim compensation of any kind.

4 - INSTALLATIONS

On-site installation shall in all cases be performed at the client's sole cost and expense, unless occasional specific agreements are taken from time to time, if required by circumstances.

5 - GUARANTEE

We guarantee that the supplied product meets the conditions specified in the offer and that it is covered by our warranty for a period of six months from the shipment-date. Within such period, we shall bear any expenses for the replacement or repair, as soon as possible, of any damaged parts resulting from material defects or manufacturing errors.

For supplies to be delivered to facilities in foreign countries, our warranty is limited to the replacement of any defective parts delivered free our works.

Even in the event of justified complaints, the client shall not be entitled to compensation of any kind for directly or indirectly caused damages, and our liability shall be limited to the replacement or repair of defective parts.

During the warranty period, the client must not perform any repairs without our authorization, since tampering with machinery invalidates any liability on our part, for all purposes.

We shall not be responsible for any machines operating in critical flexion/tension speed regimes.

6 - SUPPLEMENTARY EQUIPMENT

Should the supply include supplementary accessories and equipment that we have not projected or manufactured, it shall be understood that the client implicitly accepts the general sales-conditions made by the manufacturer of such supplementary accessories and equipment. Such general conditions shall be disclosed to the client only if expressly requested by him.

7 - SAMPLES AND DESIGNS

Once six months have elapsed from the receipt of the samples sent by the client, if they are not requested by the latter, they shall be disposed of as scrap and the client shall not be entitled to demand restitution.

The client's designs shall not be returned unless expressly requested by the client.

8 - REPAIRS

After the repair of the client's machines, the replaced components shall be our property, unless otherwise expressly requested in due time by the client.

9 - PAYMENTS

Agreed payment conditions must be strictly observed, even in the event of reasons for complaints or claims of any kind. Payments shall be made to our registered address.

In the event of delayed payments, interest shall be applied at the bank rate prevailing as of the expiration date, by operation of law, without requiring a written warning. Our acceptance of promissory notes as payment of the amount due shall be subject to collection and, therefore, shall not constitute any novation or any other change in our rights about the credit. Discount interests shall be calculated as described above.

Once 15 days have elapsed from the expiration date of the agreed payment term, we reserve ourselves the right to issue a bill of exchange issued at sight, which the client undertakes to accept. Any refusal to withdraw the bill of exchange and, in any case, any one-month delay in payment with regard to the established term shall entitle us, even with respect to a single installment, to demand immediate payment of the total amount due, including installments not yet due, or to consider ourselves free of any commitment, to demand the return of items already delivered, if any, and to withhold installments already paid as compensation, notwithstanding our right to claim additional damages.

Until the total payment of the agreed price, the items of which the supply is composed shall be our property, and we shall have the authority to enforce the privileges granted in Sect. 1523 and 2762 of the C.C. to withhold the goods.

10 - EXEMPTIONS

Agreements of partial or total exemption from these general sales-conditions must be established in an explicit written agreement.

11 - DISPUTES

Any legal disputes or controversies shall be governed by the law-regulations in force in Italy and the competent jurisdiction shall be only the one of Milan.

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Fachini Gears S.p.A. Corso Europa, 81 P.O.B. 100 20017 Rho (MILAN) - ITALY Tel.: (+39) 02 930 12 31 - E-mail: fachini@fachini.it - Web site: www.fachini.it