



**1. Definitions:** In accordance with the General Terms and Conditions of Sale (hereinafter, "General Terms and Conditions"), the following terms will have the meanings as set forth below:

- a) "BUYER": the individual or legal entity which purchases the Products from the Supplier, exclusively for entrepreneurial or professional purposes;
- b) "CONTRACT": the contract of sale entered into between the Supplier and the Buyer, to which the General Terms and Conditions apply;
- c) "SUPPLIER": DVG Automation S.p.A., with registered office at Via G. Rossetti 2 – 29016 Cortemaggiore (Piacenza), Italy;
- d) "PRODUCTS" OR "PRODUCT": the product or products made by the Supplier and the object of the Contract;
- e) "SUPPLIER'S FACILITY": the registered office of DVG, at via G. Rossetti 2 – 29016 Cortemaggiore (Piacenza), Italy;
- f) "USER": the individual or legal entity who is the final beneficiary of the Product.

## 2. Scope of application

- 2.1 These General Terms and Conditions apply to all sales of Products by the Supplier and represent an integral part of the Contract.
- 2.2 Any terms of sale that conflict with or diverge from those regulated by these General Terms and Conditions must be considered ineffective, unless, in the specific case, the Supplier has given express confirmation in writing.

## 3. Purchase order

- 3.1 The Purchase order is transmitted by the Buyer to the Supplier and represents a contractual proposal in accordance with Article 1326 of the Italian Civil Code.
- 3.2 If the Buyer is not the User, he is required to indicate in the purchase order the general information of the individual or legal entity final beneficiary of the Product.

## 4. Formation of the Contract

- 4.1 The Contract is consummated when the Buyer receives acceptance of the Order from the Supplier.
- 4.2 The weights, dimensions, volumes, prices, performance, and any other data indicated in the catalogues, schedules, advertising notices, illustrations and price lists have no binding value for the Supplier, unless they are expressly referred to in the Contract and/or in the documents attached to the product.

**5. Force majeure:** If production and/or delivery of the Products is delayed or prevented by reason of *force majeure* of any nature, including but not limited to fires, floods, drought, civil disorders, or strikes, unexpected scarcity of labour, raw materials and/or auxiliary products, energy blackouts, pandemic, orders of authorities or impediments of any other nature beyond the control of the Supplier, the Supplier will also be entitled, at its discretion, to suspend the delivery or withdraw from the Contract, without further obligation toward the Buyer.

## 6. Delivery

- 6.1 The Supplier will deliver the Products conforming to the latest specifications indicated in the documents attached to the order and /or the final proposal.
- 6.2 The term for delivery is purely indicative and is not binding for the Supplier.
- 6.3 "Time is of the essence" clause is not acceptable
- 6.4 Unless otherwise set forth in the Contract, all the deliveries are made *Ex-Works* (latest ICC (International chamber of commerce) incoterms) from the Supplier's Facility. The Supplier will inform the Buyer of the date when the Products ordered will be available to the latter, for the related pick up at the Buyer's expense. If the Buyer of the Products is not Italian, the communication set forth in the point above is contingent on receiving all documents and authorizations necessary for export.
- 6.5 In no case can the Supplier be held responsible for the competent authorities' refusal to issue authorization to export the products. A denial to export the Products to the Buyer's country does not affect the validity of the Contract and the Buyer, that assumes all related risks, will be required to pay the contracted amount to the Supplier as consideration.
- 6.6 The date in which the Products ordered are made available by the Buyer coincides with the date of transfer of the risk to the Buyer.

**7. Prices:** The prices set by the Supplier do not include VAT, taxes, or other duties and/or fiscal charges relating to the Products, unless otherwise established in the Contract.

## 8. Terms , conditions of payment, change of ownership

- 8.1 Unless otherwise established in the Contract, payment must be made in euro (€) or other currency expressly accepted in writing by the Supplier, by bank transfer with related costs paid by the Buyer. The Supplier will provide to the Buyer all the information necessary for payment by bank transfer with due advance notice.
- 8.2 If payment it is agreed to be made by letter of credit in favour of the Supplier, it shall be opened 30 days before the contractual delivery date , irrevocable, confirmed on sight by the issuing bank with the submission of (i) sales invoice and (ii) the bill of lading or other shipping document. The period of validity of the letter of credit under the present point 8.2 cannot be less than three months, starting from the date of delivery of the Products and may be extended, by request of the Supplier, for another three months.
- 8.3 In the event of late payment on the agreed due dates, interest on arrears shall accrue in favour of the SELLER to the extent provided for by Legislative Decree 9/10/2002 no. 231 and subsequent modifications and supplements.
- 8.4 For delays in payment, or any other circumstances that give the Supplier reasonable cause to doubt the Buyer's ability to honour its obligations, the Supplier may, at its discretion:
  - a) terminate the Contract;
  - b) demand immediate payment of the amounts still payable by the Buyer.
- 8.5 If the Liquidated damages clause for delays is part of the Contract, it will be assessed, managed and possibly compensated after demonstrating the supplier's liability, but in no case does the Buyer have the right to delay, withhold or offset payment from the contractual value of the Contract. The same applies for any other claim that may arise.



**8.6** The buyer acquires full ownership of the goods upon full payment but assumes all risks on the same from when the goods are ready to inspect or ready to ship. Unless otherwise agreed, the goods are intended as sold subjected to retention of title.

**9. Condition subsequent:** If the Buyer is not able to fulfil the payment obligation of even a single order in the term established, the Supplier will be entitled to immediately terminate the Contract. To this end, the Supplier will send the Buyer a notice in accordance with Article 17 below, in which it declares to take advantage of the condition subsequent governed by the present article; in this case, the Contract will be terminated by rights, in accordance with and to the effects of Article 1456 of the Italian Civil Code.

**10. Insolvency of the Buyer:** If the Supplier learns of protests, confiscations, seizures or any other prejudicial actions against the Buyer, or finds that the Buyer is in financial difficulties at any time after the Buyer places the order, the Supplier may, at its discretion, either suspend performance of the service and demand suitable guarantees or withdraw entirely from the Contract, by written communication in the forms given under Article 17.

**11. Warranty for defects**

The standard warranty period is 12 months from first operational use or 18 months from notice of goods ready for shipment, whichever period expires first, provided in each case that the goods are properly installed and used within the service and pressure range for which it is manufactured. Any repair work performed by the Supplier is warranted for twelve months from completion of such repairs and applied only to work performed. If within these specified periods, Supplier receives notice from Buyer of any alleged defects or non-conformance of any product or repair then, Buyer shall, at Supplier request, return the part or product ex-works (latest Incoterm terms) to Supplier’s designated plant or service location.

Supplier has no liability for removal or reinstallation of products or equipment. Supplier, as its option and expense, shall repair or replace the defective part or product, or repay to Buyer the roll price paid by Buyer for such defective repair or product.

Any repayment of purchase price shall be without interest. Seller warranty liability shall be limited to such repair, replacement or refund, and shall not include claims for labour cost, expenses of Buyer resulting from such defects, liability for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind. Supplier will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with supplier maintenance procedure or products which have been repaired or altered in such way (in Seller’s judgment) as to affect the product adversely. Seller’s obligation to repair or replace defective products are in substitution of all legal rights of Buyer under any applicable law relating to the quality description or fitness for purpose or otherwise of the products. Seller’s sole liability in respect of any defect in the products shall be to repair or replace in accordance with provision stated above.

**12. Industrial property rights, drawings and technical information**

**12.1** Without prejudice to the Supplier’s right to make necessary modifications to the Products, including cessation of their production, the Supplier reserves the right to make non-substantial changes to the Products ordered by the Buyer or any other change that does not alter the functionality of the Products, at any time.

**12.2** The industrial property rights relating to the Products as well as the technical and/or system solutions adopted cannot be considered in any way transferred to the Buyer, as the Supplier retains the full and exclusive ownership thereof.

**12.3** The Buyer expressly agrees to not use the drawings and/or technical information received by the Supplier or reproductions thereof on any support, for purposes other than those strictly necessary for execution of the supply and any consequent works. The Buyer agrees that all the drawings and/or technical information under point 12.3 have been drafted by the Supplier or by third parties pursuant to agreement with the Buyer and contain information that represents trade secrets and confidential information of a commercial value for the Supplier or for Third parties linked by contract to the Supplier.

**13. Limitation of liability**

Under No circumstances shall Supplier be liable for any special, consequential, or incidental damages, including but not limited to loss of anticipated profits; loss of use or equipment, or of any installation system or facility into which seller’s equipment may be located or at which seller ,its agents or subcontractor may be performing work and Buyers agrees to defend ,Indemnify, and hold harmless Supplier from all such costs. Supplier’s total responsibility for claims, damages, losses, or liabilities arising out of or related to its performance of this contract or the products or services covered hereunder, shall not exceed the purchase price.

**14. Incoterms:** The terms and commercial abbreviations, adopted in the General Terms and Conditions in the Contract, must be interpreted in accordance with the most recent version of the Incoterms regulations.

**15. Changes in the Contract:** Changes or amendments to the Contract must be agreed upon in writing between the Parties.

**16. Cancellation of Purchase order**

Purchase orders once placed by Buyer and accepted by Supplier can be cancelled only with Supplier written consent and upon terms, which will save Supplier from loss. No product maybe returned for credit or adjustment without written permission. In the event of partial or full cancellation of the Order at any time during the contract period Buyer shall pay to Supplier cancellation charges of % of the contract value based on the below timing table from the P.O. data receipt:

- from 0 to 1 week.....	0%
- from 2 weeks to 4 weeks.....	15%
- from 5 weeks to 8 weeks.....	30%
- from 9 weeks to 12 weeks.....	60%
- from 13 weeks to 16 weeks.....	90%
- from 17 weeks .....	100%



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**17. Suspension of Purchase order**

Upon receipt of the suspension written notice, Supplier will immediately suspend all activities for an initial suspension period of 2 weeks. The initial suspension period will be free of charge for the Buyer. In case suspension continues beyond the initial suspension period of 2 weeks It is agreed among the parties that:

- a) the Supplier shall be compensated for any cost incurred due to such suspension such as the cost of internal handling of the parts to be properly stored and the cost of their storage equal to 20 euros per square meter of the surface occupied by them at the Supplier warehouse for each week of suspension
- b) the Supplier shall be compensated for the cost needed in order to confirm, revalidate and/or extend the warranty length provided pursuant to above par. 11. "Warranty for defects"
- c) the contractual delivery date shall be adjusted, taking into account the effective duration of the suspension period and the supplier workload evaluated by Supplier at the restarting time;
- d) the contractual prices will be adjusted based on new market conditions of raw material costs , energy cost, control system components cost evaluated by Supplier at the restarting time
- e) Maximum suspension period (including initial suspension period) will be 6 months after that, the PO will be considered Cancelled and par. 16. "Cancellation of Purchase order" will be applied.

**18. Goods storage**

Upon SELLER's completion of the Goods for delivery, if BUYER does not collect the actuators at the contractual delivery date – in the absence of a prior request of postponement of the delivery date to be communicated 6 weeks in advance – then the BUYER shall pay to the SELLER in addition to the contract price the costs of storage of 20 € per square meter for the surface occupied by the goods at Supplier warehouse for each week of delay. Above state price does not include insurance for robbery, fire and vandalism, thus if requested will be quoted separately.

**19. Communications**

**19.1** All communications required under the General Terms and Conditions and by the Contract must be made in writing to the addresses indicated in the Contract or communicated thereafter, with one of the following methods:

**a)** by email; **b)** by private courier; **c)** by registered letter with recorded delivery return receipt

**19.2** Communications addressed to the Supplier must be made in Italian or English

**19.3** The communications will be considered received at the date of the receipt of the document **if under** the preceding letters a) and b), as well as, in the case of the previous letter c) at the date resulting from the recorded delivery return receipt .

**20. Applicable Law:** The Contract, to which the present General Terms and Conditions of Sale apply, is governed by Italian law.

**21. Place of jurisdiction:** The Parties agree to submit any dispute that might arise pursuant to these General Terms and Conditions of Sale or in relation to interpretation, validity, and application thereof to the exclusive jurisdiction of the Court of Piacenza.



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