



R.T.A. s.r.l. - GENERAL CONDITIONS OF SALES

(CGV_EN ED 01 22/11/2017)

1. SCOPE – ORDER/ACCEPTANCE

These general conditions of sale (hereinafter referred to as “GCS”) shall apply to all products and accessories (“Goods”) that are sold by the seller (“Seller”) to the customer (“Customer”).

GCS are publicized on the internet web site of the company: www.RTA.it.

GCS, together with Seller’s specific conditions contained in its attached order confirmation (“Order Confirmation”) or distribution agreement or supply agreement (the Order Confirmation and any such agreement the “Specific Conditions of Sale” or “SCS”) and only such other documents, as are specifically incorporated herein by reference, constitute the entire agreement between Customer and Seller, and supersede, in their entirety, any other conflicting terms and conditions proposed by Customer and any oral or written communications that are not expressly incorporated herein. Agreements entered into force between Seller or their agents and third parties shall only become valid upon Seller’s express written confirmation.

In the absence of a clause to the contrary, documentation, catalogues and estimates are sent for information purposes only, and Seller’s offers are not binding without Order Confirmation.

No additions to or variations from the terms hereof, whether set forth in Customer’s purchase order or in any other documents, including shipping documents, shall be binding upon Seller unless expressly agreed in writing by Seller.

Customer’s signature and return of Order Confirmation or, in the alternative, Customer’s failure to reject it within three days from receipt thereof, shall constitute Customer’s full acceptance of the contractual terms defined herein.

2. PRICES

Prices refer to the supply of Goods to the delivery point as detailed in the SCS. The charges for spare parts and replacements are not included in the price.

The prices exclude VAT and any other tax, duty and/or charge.

3. Terms of payment

Payments shall be carried out in accordance with the SCS.

Transfer of the amount due is always to Customer’s charge and at his own risk.

Customer shall not be entitled either to withhold payments or to proceed to any compensation, even in such circumstances, in case of dispute.

In any case, in the event of payment delay, Customer shall not be entitled to take any steps (neither sale, nor processing) which may affect Goods.

Payment in advance will be considered as earnest payment in accordance with Article 1385 of the Italian Civil Code.

4. TECHNICAL DETAILS AND CHANGES

The data and technical details as well as manufacturing standards and every item which is part of the supply are binding only in the terms and conditions stated in the SCS.

Seller reserves the rights to carry out all the necessary changes to Goods which, without changing the main characteristics of the product, should be necessary. Any technical changes required by the Customer as a condition to purchase shall be specifically agreed upon in writing by the Seller and the Customer.

5. DELIVERY TERMS – FORCE MAJEURE

The Goods are delivered to the Customer to the forwarding agent and to the delivery point on the agreed date, all as resulting from SCS.

Delivery terms begin to run the later of (i) Order Confirmation, or, if subsequent, (ii) final agreement regarding all matters that had to be agreed upon prior to start the manufacturing and production of Goods.

Seller’s manufacture, shipment and delivery of Goods hereunder shall be subject to, and Seller shall not be liable for, any delay in or impairment or performance resulting in whole or in part from, without any limitation to, any war (whether or not declared), strike, labour conflict, accident, fire, flood, delay in transportation, shortage of materials, equipment breakdowns, mill conditions, laws, regulations, orders or acts of any governmental agency or body, or any cause beyond the reasonable control of Seller, or rendering performance by



Seller impracticable due to the occurrence of a contingency the non-occurrence of which was a basic assumption on which this Order Confirmation was issued. In any such event, Seller shall be entitled to such additional time to perform as may be reasonably necessary, and shall have the right to apportion its production among its customers in such manner as it may deem equitable.

If the Customer requires to postpone delivery date or if he can be held responsible for any delays which may occur, Seller shall be entitled to charge the Customer with any expenses arising from financing, stocking or terms of payments, pursuant to Section 6.

6. Stocking

Once the terms of delivery have expired without the Customer providing to the withdrawal, Seller is entitled to stock the Goods at its premises and/or third party's premises, and to charge the Customer with the expenses and the costs in connection thereto, including for special packing.

Stocking does not entail any changes in the warranty terms as well as terms of payments agreed upon by both parties, which shall run as of the initial delivery date.

7. WARRANTY – LIABILITY LIMITATIONS – CLAIMS

Seller only warrants that Goods are in conformity with the specifications contained in the SCS. Customer, as a professional user fitted with special technical, regulatory and legal competences, shall have communicated to Seller all necessary information (a) to ensure the adequate elaboration of these specifications and (b) relative to the transformation and/or the final use of Goods and recognizes that the Seller's obligation of conformity is fully satisfied when these specifications have been met at the time of delivery.

These GCS do not overcome what eventually stated in the technical handbook delivered by the Seller.

Any technical advice provided by Seller, before and/or during the use of Goods, whether provided verbally or in writing or by way of trials is given in good faith but without any warranty and liability on the part of Seller. Seller's advice shall not release Customer from his obligation to test Goods supplied by Seller as to their suitability for the intended processes and uses planned by the Seller. The use and processing of Goods are and remain solely and entirely at Customer's own risk and liability.

Seller undertakes to repair and replace the Goods and/or any parts of the Goods, which due to the poor quality or a faulty labour are defective, ("**Warranty**"), subject to the following limitations and provisions:

(i) Customer undertakes to provide for the installation and placing in service of the Goods to be implemented by a professional installer with adequate and specific competence in the subject, to use the Goods by strictly respecting the technical documentation provided by the Seller, not to modify the Goods and to learn all the appropriate measures in order to prevent all possible risks.

In any case, Seller shall not be liable for direct and/or indirect damages, to other goods and/or people, or for vices arising from negligence and/or wrong use and/or failure to respect the instruction handbook caused by the Customer.

(ii) Warranty does not apply to defects and/or malfunctioning due to mistakes in the installation as stated in point (i) above, as well as to wilful misconduct, inexperience and/or negligence of the Customer or due to environmental, electrical, chemical and physical conditions, tampering, unauthorised changes, as well as any other circumstances not directly caused by the Seller's gross negligence or wilful misconduct. Warranty does not cover Goods supplied disassembled or the assembly of which has not been carried out under the respect of the Seller technical instructions.

(iii) Warranty does not cover any part or components subject to wear.

(iv) Undetectable defects at delivery must be notified to Seller immediately upon discovery but, in any event, no later than 12 months after delivery even if the product has not been put into function. Promptly upon the receipt of Goods, Customer shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within eight (8) days of receipt of the shipment, Customer shall notify Seller in writing of any shortages, defects or damage, of which Customer claims the existence at the time of delivery.



- (v) Unless such notice is given as provided in this point (iii), Customer shall be deemed to have accepted the delivered Goods and to have waived any and all claims for shortages, patent defects or damage.
- (vi) The notification of defects has to be duly supported with documents proving the claim justification.
- (vii) If Goods are considered by Seller as defective, then Seller is exclusively obliged, at its sole discretion, either (a) to replace or repair the faulty parts; or (b) reimburse such defective Goods, or (b) if the price has not already been paid by Customer, to reduce such price or to cancel the relevant order.
- (viii) Replacements and repairs are carried out at Seller's plant or at a third party's plant at Seller's absolute discretion. Every connected expense is to the Customer's charge. The Customer shall also put at Seller's staff disposal the necessary means of discharging and the necessary staff. The replaced parts belong to Seller and shall be returned to him free of charge. Transport as well as any operations carried out under Warranty is to the Customer's charge and at his own risk.
- (ix) Seller shall not be liable for any loss of processing expenses, loss of production, loss of revenue and/or any other consequential or special loss or damage directly or indirectly sustained by Customer or by any other person whatsoever. Seller can only be held liable for damages directly and solely caused by its gross negligence or wilful misconduct duly proved by Customer, and Seller's liability will in any event be limited to 100 % of the invoiced value of the defective or damaged Goods. Seller shall never be responsible of any accident caused by the circumstances under point (i) and/or point (ii) above and/or in any event caused by Customer's negligence or wilful misconduct.
- (x) In no case Seller shall be liable for vices and/or defects of conformity the cause of which can be found in an event following the risk passage to the Customer.

8. PASSAGE OF PROPERTY AND RETENTION OF TITLE

Goods transfer of ownership occur at the time of delivery to the Customer or to the shipper or, in case of deferred payments, at the moment of the full payment according to Articles 1523 ss. of the Italian Civil Code, but the risk in the Goods is transferred to the Customer at the time of the delivery.

In any case, Seller retains title to all Goods delivered to the Customer until all the claims connected to the business relationship have been fully settled, yet the risk in the Goods is transferred to the Customer at the time of the delivery.

9. INTELLECTUAL PROPERTY RIGHT

Seller is the sole owner/legitimate user of all intellectual property relating to the Goods, whether now existing or hereafter conceived, designed, derived, developed, filed, issued, or acquired, including but not limited to: (i) designs, technical data, software, technology and know-how; (ii) patents, patent applications and patent rights; (iii) copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, mask work registrations and any other rights associated with works of authorship; (iv) trade secrets, confidential information and any other rights relating to intangible property; (v) trademarks, whether registered or not; (vi) any right analogous to those set forth herein; and (vii) divisions, continuations, renewals, reissues and extensions of the foregoing now existing, hereafter filed, issued or acquired (the "Intellectual Property").

Customer acknowledges and agrees that nothing in this GCS shall be construed or interpreted as granting Customer with any right or interest in the Intellectual Property, that is, and shall remain, the exclusive property of Seller.

10. GOVERNING LAW – EXCLUSIVE COURT

These GCS are governed by the Italian Law.

Any dispute arising under or in connection with these GCS and the sale hereunder shall be deferred to the exclusive jurisdiction of the Courts of Pavia.