

**GENERAL SALE CONDITIONS for Purchasers having their seat in a European Union Country. Edition 06.06.2018**

**Art. 1 – RECITALS:** The present General Conditions of Sale shall regulate all present and future contracts of sale between the Seller and the Purchaser. When the General Conditions apply to a specific contract, modifications or deviations from them must be agreed in writing.

**Art. 2 – PURCHASE ORDER:** 2.1. The purchase orders collected by the Seller or by his agents and/or commercial intermediaries become binding only when the Purchaser receives (also by fax or by e-mail) the written acceptance (order confirmation) from the Seller. 2.2. If the order confirmation sent by the Seller in accordance with this article is different from the Purchaser order sent by the Purchaser, the Purchaser has to send (also by fax or by e-mail) to the Seller an express written acceptance of the new conditions. In any case the receipt and acceptance of the goods ordered shall be considered as entire acceptance of the present conditions of sale. 2.3. In case of offer by the Seller the offer will have a validity of only 60 days for its confirmation and will be ineffective after this date. 2.4. The present general conditions of sale shall prevail over any different term or condition unless articles of the present conditions of sale are expressly repealed in part in writing.

**Art. 3 – PRICES:** 3.1. The prices are those indicated in the purchase orders received from the Seller and accepted by the Seller by fax or by e-mail. The prices do not include national or foreign taxes and duties. The prices do not include any transport, postage or insurance costs related to the chosen Incoterm conditions. 3.2. Any specific modification of the Products requested by the Purchaser shall be charged separately and added to the offer. 3.3. Any possible increase of the raw materials price and/ or any eventual event that could entail an increase of the raw materials price or of the manufacturing proceedings price shall permit to the Seller to apply a proportional increase of the sale price.

**Art. 4 – PAYMENT:** 4.1. Payment conditions shall be those indicated in the Seller's order confirmation. 4.2. Any payments made to agents, representatives, or commercial intermediaries of the Seller shall not be deemed to have been carried out until the relevant sums are collected by the Seller. 4.3. If the Purchaser delays any kind of payment, the Seller will have right to the payment of interests starting from the date in which the sum becomes collectible. In case of late payment the Seller may, after having notified the Purchaser in writing, suspend his performance of the contract until he receives payment. 4.4. If the Purchaser will not pay the owing amount within three months, the Seller will have the right, upon prior written communication to the Purchaser, to withdraw from the contract and to obtain from the Purchaser the compensation of damages.

4.5. In case of instalment payment, the lack of payment of even one rate will cause the loss of the respite of debt and will authorize the Seller to demand the immediate balance.

**Art. 5 – RETENTION OF TITLE:** 5.1 The Products shall remain the property of the Seller until the complete payment of the purchase price. 5.2. The Purchaser shall at the request of the Seller assist him in taking any necessary measures to protect the Seller's title on his own Products. 5.3. Upon the Seller's request, the Purchaser bind itself to supply the documents that prove the valid establishment of the retention of title on the goods. 5.4. The retention of title will not damage the risk's transfer as provided in art. 6 hereafter.

**Art. 6 – DELIVERY:** 6.1. The Seller will deliver the Products within the date indicated in the order confirmation. 6.2. The Supplier will not incur in any responsibility in case of delivery beyond the term agreed with the Purchaser. Therefore, in case of delay in the goods delivery, the Supplier will not recognize any right to compensation of direct or indirect damages and/or to the termination of the Contract to the Purchaser, who undertakes to waive this right as of now. 6.3. The delivery of the products is always considered performed with the communication that the goods are at Purchaser's disposal, or that they have been delivered to the carrier for the transportation. Unless otherwise agreed between the Parties, the delivery shall be Ex-works (EXW) (ICC INCOTERMS 2010), also in case in which the Supplier will organize the delivery. In this last case the Purchaser will incur any costs and the risks of the transport.

**Art. 7 – TEST:** 7.1. The Purchaser shall verify with the Seller that the Products comply with the technical specifications by means of a specific control hereinafter named "Test". 7.2. The Test takes place in a day agreed by the Seller and the Purchaser, but within 8 days of delivering the Products. If the Test is positive and the Purchaser verifies the compliance of the Products to the technical specifications, Parties shall sign immediately a written declaration of compliance. If the Test is not positive and the Purchaser does not determine the compliance of the Products to the technical specifications, the Seller shall adopt all the necessary measures and, afterwards, the Test shall be repeated. 7.3. If the further Test will be positive, Parties shall sign immediately a written declaration of compliance. 7.4. If for any reason caused by the Purchaser, the Test will not take place within 8 days of delivering the Products, the Products will be considered accepted by the Purchaser.

**Art. 8 - CLAIMS AND WARRANTY:** 8.1. In consideration of the following paragraphs, the Seller shall remedy to any defect, attributable to him, resulting from an error of project, defect of material or error of manufacturing which appear within a period of one year (12 months) from delivery date. 8.2. Aside from the text mentioned in art. 7.2., the Purchaser shall have to check the goods delivered within (8) eight days from the delivery and he shall have to notify in writing any evident defect. If the Purchaser fails to notify the evident defect within the above-mentioned term, the Purchaser loses his right to have the defect remedied. 8.3. The Purchaser shall notify in writing the Seller of any hidden defect, occurred during such one-year period, within 8 (eight) days of its discovering or immediately if the defect is so to cause damages. If the Purchaser does not notify the defect within the over mentioned terms, the Purchaser loses his right to have the defect remedied. The notification shall contain the description of the defect and have to be transmitted to the Seller by means of registered letter with return receipt. 8.4. Upon receipt of the registered letter, the Seller, once ascertained the claimed defects, shall either repair the defective Product or replace it. The Seller may ask the return, at the Purchaser's costs, of the defected products that will become its property. In any case the return of Products has to be previously accepted by the Seller. 8.5. If, after a test on the Product, it will be ascertained that the defect of the Product does not depend on the Seller's liability, the costs for the repair or replacement will be borne by the Purchaser, including all shipment costs. 8.6. The present warranty absorbs and supersedes any other legal guarantee for lack of compliance and excludes any other Seller's liability. The Purchaser, in particular, shall have no right to claim damages, included loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever, reduction of price or resolution of the contracts. 8.7. The Seller's liability includes only the defect of the Products resulting from the correct working conditions of the Products. The warranty is declined for the defects that come from other products, or wrong installation maintenance or reparation made by personnel not authorized by the Seller, modification of the Products made without Seller's authorization, normal deterioration of the products. In particular, the warranty shall expire as of the moment in which the hoses will be assembled and jointed to other hoses.

**Art. 9 - TECHNICAL REGULATIONS AND RESPONSIBILITY FOR DAMAGES CAUSED BY THE PRODUCTS:** 9.1. The Seller declares that the Products are manufactured following Italian legislation and technical regulation. 9.2. The Seller, with the exception of his proved severe negligence, shall not be held responsible for any damage to people or things caused by the Products. If the Seller will fall into these responsibilities, the Purchaser shall refund and defend the Seller.

**Art. 10 - FORCE MAJEURE AND HARDSHIP:** 10.1. Each party shall be authorized to abstain from performing any of its obligations under these General Sale Conditions for a period no longer than 45 days due to the following circumstances: commercial disputes, events of Force Majeure, such as fires, wars (both declared and undeclared), general military mobilizations, insurrections, seizures, requisitions, energy use restrictions, transport perturbations, strikes, lock out, stop of production due to technical causes, defects or delays in the delivery by suppliers and any other events which could not be expected, avoided and overcome. If the event of force majeure will last for more than 45 days, the other party shall be authorized to terminate the contract notifying the party facing this hindrance of such a termination by means of registered letter with return receipt. This latter part will not be obliged to compensate any damage in this case. 10.2. If the performance of the obligation by the Seller has become excessively burdensome as to modify the contract for more than 20% (twenty per cent), the Seller shall have the right to demand the modification of the contractual conditions or to terminate the contract.

**Art. 11 - MISCELLANEOUS:** 11.1. The Seller has the right to suspend the performance of his own services, in the presence of a change in the patrimonial conditions of the Purchaser that make think that this latter will not fulfil his obligation of payment. In these cases, the Purchaser, on written Seller's request, will pay the price before the starting up of the Contractual Products or, in alternative, will supply adequate guarantees for the performance (for example bank warranty or bank insurance). Failing the advance payment or any proper guarantee, the Seller could terminate the contract through a written communication by registered letter with return receipt. If the Purchaser is subject to bankruptcy procedures, the Seller could suspend the execution of the sale contract by written communication. 11.2. The Purchaser is fully responsible, by indemnifying and keeping the Seller fully indemnified, for any breach of third parties' rights, including intellectual property rights deriving from the order being performed by the Seller. 11.3. These General Sale Conditions will not be transferable or assignable by the Purchaser without the express prior written consent by The Seller. 11.4. These General Sale Conditions supersede all previous negotiations, agreements, commitments, written or verbal, between the parties and shall be released, discharged, changed or modified only by instructions signed by the duly authorized representatives of each of the parties.

**Art. 12 – DISPUTES AND APPLICABLE LAW:** 12.1. Any dispute relating to or in connection with the contracts governed by the present General Sale Conditions shall be finally settled by the competent court of Turin, Italy. 12.2. The contracts governed by this General Sale Conditions shall be regulated and interpreted in accordance with the Italian Law.

**INFORMATION PRIVACY – GDPR 2016/679**

To view the new information Privacy go to our website by clicking or typing: <http://www.tubigommatorino.com/eng/pdf/privacy-cond.pdf>

If the Seller will not receive these General Sale Conditions signed by the Purchaser within 3 (three) working days from the sending, the Seller shall consider accepted all the above-mentioned articles.

The Seller

The Purchaser

The parties expressly approve the follow articles: 4 (payment), 5 (retention of title), 6 (delivery), 7 (Test), 8 (claims and warranty), 9 (technical regulations and responsibility for damages caused by the products), 10 (force majeure e hardship), 11 (miscellaneous) e 12 (disputes and applicable law).

The Seller

The Purchaser