

Creator: Sales		Form GENERAL CONDITIONS OF SALE	
Date: 14.05.24	N° REV.: 09		
ex. M 7.2.-3	SAFO 001 EN		

1. Award of Order

- 1.1. The Contract is to be considered as finalized only once the Vendor has received a copy of the Order Confirmation duly signed by the Buyer. The following references to the Order Confirmation apply to any form of contract signed between the parties.
- 1.2. Subject of the Contract is only the product specified the Order Confirmation. All data contained in catalogues, brochures, circulars, presentations, illustrations or price lists regarding weight, measures, capacity, price, power, etc. are only relevant if the Order Confirmation refers expressly to the latter.
- 1.3. The Contract is exclusively ruled by the Order Confirmation and these General Conditions of Sale, with the exception of the conditions contained in clause 10.

2. Down Payments and Payment Terms

- 2.1. The payments are to be settled according to the terms fixed in the Order Confirmation.
- 2.2. The amount paid at the moment of the signing of the Order Confirmation is in any case an earnest money and shall be withheld for such purpose by the Vendor should the Buyer cancel the Order. The Buyer is obliged to handover to the Vendor at the signature of the Order Confirmation, for the part of the price which shall be paid after delivery of the product, a bank guarantee or letter of credit, issued by a bank institute to be approved in advance by the Vendor (or in case of leasing the commitment by the leasing company). As minimum down payment before delivery of the product is agreed an amount of 25% of the price incl. VAT.
- 2.3. In case of any delay in the payments, the Vendor is entitled to the interests on arrears accordingly to the Guideline no. 2011/7/EU.
- 2.4. The Buyer must punctually settle every payment also in the case of complaints regarding the product.
- 2.5. Should the delay in the payment of even a single installment or a part of it exceed a period of fifteen days, the Vendor is entitled to receive immediately the full payment of the entire balance due in a single installment and to claim for the payment of any damages resulting from the default of the Buyer. If the not paid amount exceeds the eighth part of the full price, the Vendor is entitled to deem the Contract as irrevocably terminated and the Buyer is obliged to return immediately the product; in this case, the part or the installments of the price already paid shall be retained by the Vendor to indemnify for enjoyment in the meantime, without prejudice to the right on compensation for any further damage.
- 2.6. The payments are to be settled without any deduction to the Vendor. Banking charges shall be borne by the Buyer and will be charged accordingly to the latter.

3. Prices

- 3.1. The prices do not contain any taxes, custom duties and any other present and future fiscal charge applied in the country of sale, which shall be borne exclusively by the Buyer, as well as all transport and unload costs.
- 3.2. The Vendor reserves the right to change the prices of the price list in force at the moment of the signing of the Order Confirmation, if necessary because of an increase of the production costs. The price of the product is hence that resulting from the price list at the moment of delivery. Should the price specified in the Order Confirmation be lower than that specified in the price list in force at the moment of the signing of the Order Confirmation, said divergent price can be increased proportionally to the amount of the variation in percent of the price list.

4. Delivery Terms

- 4.1. The product is shipped ex works of the Vendor - EXW (INCOTERM ICC 2020). Place of performance and payment is the registered seat of the Vendor, even if the delivery of the product is made in another place.
- 4.2. The delivery date can be postponed in favor of the Vendor up to a maximum of thirty days.
- 4.3. The Vendor is not responsible for delays attributable to acts of God and other events out of the control of the Vendor such as - but not limited to - delays owing to work interruptions, strikes or trade union protests, delays ascribable to suppliers, to the lack of means of transportation, the widespread lack of raw materials, to blackouts, fires, accidents, etc.
- 4.4. Should the delay in delivery due to one of the aforementioned reasons (4.3.) last more than 90 days after the delivery date pursuant to clause 4.2., both the Vendor and the Buyer are entitled to withdraw from the Contract.
- 4.5. Should the Buyer withdraw from the Contract pursuant to the conditions of the previous clause, the Vendor is entitled to retain the amount already paid by the Buyer as a compensation for every already borne expense for the execution of the Contract.
- 4.6. Should the Buyer not pick up the product at the date set in the Contract or at any other date specified by the Vendor or if he fails to receive the product delivered to him by the carrier or by the Vendor himself, the Buyer must in any case settle all the payments relating to the delivery as if the product had actually been received. Furthermore, the Buyer bears all expenses and risks resulting from the guardianship and the keeping in good order of the product.
- 4.7. The product may be subject to export control regulations, and may therefore, without limitation be subject to restrictions in case of sale to countries/customers covered by export and import ban. These restrictions shall be observed in case of resale of the product. The Buyer is not allowed to resell the product if there is doubt or suspicion that the product can be used for purposes in violation of this clause. If the Buyer receives knowledge of or suspects that the conditions in this clause have been violated, the Buyer shall immediately inform the Vendor, subject to the right of immediate termination and the right of claiming damages by the Vendor.

5. Warranty

- 5.1. The Vendor provides a warranty on the product fully described in the Order Confirmation. Said warranty applies only to products operating on for the specific application provided terrains and only for the envisaged purposes of the product.

The warranty is effective only provided that the rules specified in the instructions and usage manual are complied with and that the products is used as envisaged.

- 5.2. The use of the product on terrains which are not provided for the specific application or for purposes other than those envisaged shall lead to the lapse of the warranty.
- 5.3. The warranty relates to the product and its delivered composition.
- 5.4. The warranty does not cover components subject to the natural wearing (e.g. lubricants, filters, lamps, fuses, windshield wipers).
- 5.5. The Buyer forfeits the right to warranty of proper functioning, should he fail to report any defects within thirty days from the delivery of the product.
- 5.6. The warranty consists of the free supply and/or repair of parts recognized as being faulty and in the working hours of Prinot personnel which are required for the repair or for the replacement of the interested components.
Any further claims, in particular for losses and indirect damages including consequential harms caused by a defect, are excluded.
- 5.7. Following items, however, are at the expense of the Buyer:
 - travel, lodging and board expenses for the personnel assigned with the task of eliminating the defect;
 - expenses for the transport of the material covered by warranty;
 - any expense for the transport of the product to and from the seat of the Vendor.
- 5.8. The Vendor, in addition to point 5.1. and 5.2., is freed from the obligation of any warranty in following cases:
 - non-performance of the contractual obligations relating to the payments by the Buyer;
 - the use of the product for purposes and in ways other than those specified by the manufacturer (operating errors, excessive use, use of unsuitable fuels or lubricants, etc.);
 - the failure to comply with requirements relating to maintenance, whose proper execution must be proven by the Buyer at request of the Vendor;
 - use of not original or of used spare parts, components and accessories;
 - damages resulting for instance from fires, floods, improper use or misuse of the product;
 - in case of every modification on the product not explicitly authorized by the Vendor;
 - non-observance of any eventual obligatory audit.

6. Modifications

The Vendor reserves the right to make any modification on the product that he should deem necessary or appropriate in connection with new technical knowledge as well as with new production opportunities, without prejudice to the functional properties envisaged at the moment of the Order. The Vendor is not obliged to apply at a later date an eventual modification developed after delivery of the product on the latter.

7. Conditional sale

The product remains property of the Vendor until complete payment of the price.

8. Industrial and Trade Secrets - Ownership

All plans, projects, technical drawings, and documents issued by the Vendor and the software remitted to the Buyer, prior to or subsequent to the order, shall remain the property of the Vendor. Said documents and the installed software cannot be used by the Buyer for any other purpose than that relating to the order nor can they be copied, reproduced, transmitted or disclosed to third parties, unless a written authorisation by the Vendor.

9. Applicable law and Court having Jurisdiction

- 9.1 The Contract and these General Conditions of Sale are governed by and construed under the law of the State, in which the Vendor has its registered seat.
- 9.2 For any dispute that may arise in connection with the Contract and these General Conditions of Sale, the Court having exclusive jurisdiction is the Court competent at the registered seat of the Vendor.

10. Amending Agreements

Any agreement amending the Contract and/or these General Conditions of Sale shall be concluded in writing.

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