GENERAL SALES CONDITIONS AELLEBI S.R.L.
Rev.4 – January 2018

1. INTRODUCTION These General Sales Conditions shall apply to any Sales contract between Aellebi s.r.l and foreign buyers and shall prevail over any general purchase conditions of the Buyer, also in absence of a specific objection to the use of such Conditions. Any variation to these General Conditions is expressly rejected unless and until accepted and confirmed in writing by Aellebi s.r.l.

2. GOODS The concerned Products are flanges, fittings, valves and tubes which are specified in the catalogues of Aellebi s.r.l and/or on its website (www.aellebi.it).
The Buyer declares that, prior to purchasing, he has carefully examined all the technical documentations and manuals of the Products available on Aellebi s.r.l's website and provided along with the offer, as well as he has verified the technical compatibility of his applications with the Products.

3. PRICES Unless otherwise agreed in writing, the prices are understood Ex-Works Aellebi s.r.l net of any taxes, duties and charges. Freight, packing, tests and certificates will be charged to the Buyer.

4. ORDERS All orders placed to Aellebi s.r.l and any agreement made with agents or representatives of Aellebi s.r.l shall be considered accepted only when expressly confirmed in writing through an order confirmation "Proforma invoice" issued by Aellebi s.r.l.
The Order confirmation "Proforma invoice" issued by Aellebi s.r.l shall be considered as the official document for the Buyer. The Buyer shall verify if the Order Confirmation "Proforma invoice" contains errors or discrepancies compared to his order and shall notify Aellebi s.r.l within 3 working days by Fax or E-mail, otherwise it will be considered valid and its conditions confirmed and accepted by the Buyer.

5. CANCELLATION Cancellation or modifications of all or part of any order are subject to Seller's prior written consent in each instance. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of the cancellation or modification, plus a reasonable profit.
Should the Buyer fail to carry out the payment on time or any other term as agreed in the order confirmation "Proforma invoice", Aellebi s.r.l has the right to consider the deal suspended or terminated and to freeze or cancel the order or other pending orders without the Buyer being able to advance any claims for compensation or reimbursement. However, the Buyer remains obviously obliged to refund all damages deriving from the failed execution of such contracts.

6. DELIVERIES, SHIPPING & RISK OF LOSS Aellebi s.r.l will deliver the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. The delivery date provided by Aellebi s.r.l for the Products is only an estimate and is based upon prompt receipt of all necessary information from Buyer. If Buyer causes Seller to delay shipment or completion of the Products, Seller will be entitled to charge any and all extra costs and expenses resulting from the delay. Seller will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of contract on Seller's part.

Unless otherwise agreed in writing by the parties, Seller will deliver the Products, EXW (Incoterms® 2010) at the location specified in the Order using Seller's standard methods for packaging and shipping same. Aellebi s.r.l reserves the right to charge the Buyer any additional costs related to storage in case of delayed collection by the Buyer.
Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Buyer's purchase order. Buyer is responsible for obtaining any import licenses and other consents required for a Product shipment at its own expense, and will provide the licenses and consents to the Seller before shipment.
Aellebi s.r.l is not liable for any costs, expenses, injury or damages resulting from late delivery. Nor shall the Buyer be entitled to cancel the Contract or to any remedy for delayed delivery. Seller's liability for any non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice for the Products to reflect the actual quantity delivered. Upon arrival the Buyer will confirm on the transport documents no of pallets or no. of cases and will mark on the transport documents any deficiencies found upon visual inspection.
The Buyer undertakes to return to the Seller the CMR duly signed, as proof that the goods delivery has been made (by e-mail).
Risk of loss or damage passes to Buyer upon delivery to the carrier. If Buyer fails to accept delivery of any of the Products Aellebi s.r.l will be untitled to store the Products until Buyer takes possession of them, at which time Buyer will be liable for all costs and expenses resulting from the failure (including but not limited to the cost of storage and insurance).
Title passes to Buyer upon Buyer's payment in full for the Products..

7. PAYMENTS Unless otherwise stated in the order confirmation "Proforma invoice" payment shall be in advance by Bank Transfer. Payment shall be made for total amount as mentioned in the same, net of all costs and bank charges which must be on applicant's account.
A default interest rate of 7% per annum on the outstanding amount will be assessed if payment is not made in full on the due date specified in "Proforma invoice" or invoice.
Aellebi s.r.l reserves the right to change the terms of payment agreed with or proposed by the Buyer when learns about a change in the Buyer's financial conditions.

8. PACKING Unless otherwise agreed with the Buyer, standard packaging will be chosen by Aellebi s.r.l according to its experience. The packing and/or any other special requirements for packing shall therefore be invoiced at cost price by Aellebi s.r.l.

9. CLAIMS Claims concerning quality specification, products or quantities are accepted in writing within 8 (eight) days from receipt of the goods. Should the claim be made in time, Aellebi s.r.l shall reimburse or replace faulty or incorrect goods at its cost as quickly as possible at the

same delivery place originally agreed.
Claims concerning damaged packaging or related to the transport and subsequent operations must be made by the Buyer exclusively against the forwarder.
Any claim about a part of the delivery does not prejudge the acceptance of the remaining supply.
Claims and protests give the buyer no right to suspend the payment of disputed goods or to cancel the order.

10. WARRANTY The Products are guaranteed by Aellebi s.r.l fully in accordance with the specifications and conditions as stated in the order confirmation "proforma invoice" However, Aellebi s.r.l can't be responsible, unless prior mutually agreed, for improper applications of the materials.
Products manufactured by Aellebi s.r.l guaranteed with Warranty certificate for 12 months after installation or 18 months after shipment whichever comes first.
The Warranty won't be applied for defects raised on products due to non-observance by the Buyer of Aellebi s.r.l' s instructions about storage, installation, commissioning, use or maintenance of the products.
The Warranty does not applied if the Buyer carry out modifications or repairs on such products without the written authorization of Aellebi s.r.l.

11. FORCE MAJEURE Seller will not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of Seller, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation.

12. APPLICABLE LAW COMPETENT COURT These General Sales Conditions and particular order conditions shall be governed by the laws of Italy, excluding any other sources of law not expressly mentioned herein.
Any dispute concerning the interpretation or execution of contract concluded with Aellebi s.r.l, including disputes relevant to their validity, to the existence and to the total amount of the credits due to Aellebi s.r.l, shall be subject to the sole competent authority which is the Court of Bergamo.