

## **SALES CODITIONS**

The supplies of material made by NORTHON TRASMISSIONI SRL are governed exclusively by the following general conditions of sale; any clause or condition established by the customer is null and void in our respect if the same has not been previously accepted by us in writing.

### **1. ORDERS**

Any order resulting from an offer must be received within the term indicated on the offer itself and in the absence of express indication of this term, within 30 (thirty) days from the date of the offer; is our Right to exclude our offer as valid once these terms have elapsed. Orders are valid only if communicated to us in writing (also sent by fax or e-mail) and must specify, for each type ordered, the quantity and the exact name. Orders are always firm and binding for the customer. Any changes and / or cancellations of orders sent must be requested by the customer always and only in writing and can be accepted by us only if it is not special material. Any declaration certifying the origin of the goods, must be requested when ordering. We do not accept any type of penalty related to the fulfillment of orders received by us.

### **2. DELIVERY TERMS**

The delivery terms are not mandatory but indicative and are always s.i. (except for unforeseen circumstances): this means that although we respect them as much as possible, they are always and only indicative. Furthermore, without being obliged to pay any compensation, we reserve the right to extend the delivery period and/or cancel the order in the event of force majeure circumstances and/or non-compliance with the contractual conditions by the customer.

### **3. PRICES AND CHARGES**

The prices communicated by us, with verbal or written offers, are always related to a delivery condition identified with incoterm EXW (ex warehouse ns), packaging and transport excluded; We also reserve the right to change them if, during the supply, we are forced to modify them as a result of price changes imposed by the producers or changes during construction explicitly requested by the Customer to be made on the ordered product.

#### 4. SHIPPING

The delivery is considered to have taken place at our warehouses, when transferring the material directly to the principal or carrier, regardless of whether the latter is chosen by us or by the customer; Shipments are always carried out on behalf of the customer and at his own risk.

#### 5. COMPLAINTS

Complaints for any tampering or lack of materials must always be submitted by the recipient to the carrier. The recipient must report the defects within eight days of receipt and the hidden ones within eight days of their discovery. The complaint can never give rise to the cancellation or reduction of the order by the customer and even less to the payment of compensation of any kind on our part. The complaint cannot be accepted in any way if the disputed parts have been tampered with or repaired or assembled. Any dispute relating to products being shipped or already shipped or in the possession of the customer, does not release the latter from the obligation to collect the entire quantity ordered and, in any case, from making the payment at the established deadline.

#### 6. PAYMENTS

Payments must be made in the manner established at the time of order. After the agreed payment term, without prejudice to the right to demand payment, we will count on our credit for default interest whose amount is established in compliance with the provisions of the current D.L. 231/02. In addition, in case of delayed or non-payment by the customer, we can suspend the delivery of the goods still in order, or cancel the remainder of the order, giving notice to the customer who will not be entitled to compensation or compensation of any kind, except for any other right. In line with our Policy The August and December deadlines are not postponed to the following month.

#### 7. RETURNS

Any return of goods must always be previously agreed with our Sales Office, also in the case of our incorrect delivery and can only be accepted if the material and its packaging are perfectly intact. In the case of special material, specially ordered, the return can not be accepted in any way.

#### 8. LIABILITY

We assume no responsibility for damages resulting from inconveniences of any nature that occur during the use of the products marketed by us, whether they are recognized as defective or not, even if we had designed the relative application. Furthermore, it assumes no responsibility for the receipt of drawings (also underlying patents) sent by the customer for the specification of the material to be ordered.

## 9. WARRANTY TERMS

It is declared and warranted that the 'NORTHON' transmission couplings are free from defects and comply with the catalogues and technical specifications drawn up by the same. 'NORTHON' transmission couplings are guaranteed for a period of 12 (twelve) months, for 8 (eight) working hours per day; period that will not, in any case, exceed 18 (eighteen) months from the date of shipment of the transmission joints themselves. This warranty only includes the replacement or repair of defective transmission joints and their components. The transmission joint will be repaired by Northon Trasmissioni S.r.l. at its headquarters. The purchaser must provide, by sending at his own expense, the defective transmission joint to the headquarters of Northon Trasmissioni s.r.l. The new transmission joint or the repaired transmission joint will be transmitted to the buyer bearing the costs of shipping.

## 9. WAIVERS

Any derogation or variant to these general conditions of sale must be explicitly confirmed and accepted in writing by the contracting parties.