

**Maico Italia S.p.A.**

Via Maestri del Lavoro, 12  
25017 Lonato del Garda (BS) Italy  
Tel. +39 030 9913575 – Fax +39 030 9913766  
www.maico-italia.it  
info@maico-italia.it  
PEC: maicoitaliaspa@legalmail.it

## GENERAL CONDITIONS OF SALES

### 1. DEFINITIONS

"Company" means the company Maico Italia S.p.A.; "Buyer" means the person, firm or company to whom the Company's invoice is addressed; Products means the products from time to time included in each Company's price list. Order means the Buyer's orders of purchase time to time sent by the Buyer containing the quantity and type of Products required; Order Confirmation means the confirmation coming from the Company of the Order sent by the Buyer.

### 2. VALIDITY

Save expressly agreed in writing between the legal representative of the Company and the Buyer, these General Conditions shall always be included in each Order or agreement for the supply of Products undertaken between the Company and the Buyer and shall always supersede the general conditions of the Buyer. Each Order will constitute a single contract of sale of the Product. Such contract will come into effect upon receipt by the Company within seven days of the proposal date unless otherwise stated. Delivery by the Company and acceptance by the Buyer of all or part of the Products shall constitute acceptance of the proposal by the Buyer.

### 3. OFFERS AND ORDERS

Offers issued by the Company are non-binding and will expire 30 days from the date of their issuance. Any Order shall require a proper written Order Confirmation by the Company. In the event of an Order Confirmation different from the Order, this shall be returned duly signed by the Buyer within 5 (five) days from its receipt otherwise it shall be considered as accepted. Delivery by the Company and acceptance by the Buyer of all or part of the Products shall constitute acceptance of the proposal by the Buyer.

### 4. PRICES

The prices are those of the Company's Price list in force at the time of the Order save different indication as stated in the Order Confirmation. However, the Company shall have the right at any time to modify such prices, giving only a previous written notice to the Buyer.

### 5. DELIVERY

Unless otherwise specified delivery shall be "Ex-Works" Maico Italia Spa factory – *Incoterms 2010*-, Via Maestri del Lavoro ,12, 25017 Lonato (BS) Italy – so that the Products shall be deemed to have been delivered and the risk therein to have passed to the Buyer upon the Company notifying the Buyer that the Products are available for collection. Unless otherwise specified by the Buyer, the Products will be shipped through a shipper chosen by the Company. Delivery terms whether stated or agreed upon are purely indicative. They reflect normal productive conditions and are subject to further changes during production phases. Delivery time period is to commence from the date of receipt of the Order Confirmation signed for acceptance by the Buyer. Should there be a deposit to be paid with the Order, the delivery terms would then be suspended until such payment is received by the Company. Any delay in delivering the Products, for whatever cases, does not give rise to the right of legal claim for damages. The Buyer is required to collect his Products within 8 days from having been informed that the Products are ready for collection; if not, the Company reserves the right to close the Contract, save the restoration of the possible damages suffered.

### 6. VALIDITY OF THE SUPPLY

Save different agreement in writing between the Parties, the supply shall be valid to all intents and purposes if, within 5 (five) days from the receipt of the Order Confirmation, the Buyer will not send the Company a written communication stating the modification or cancellation of such Order Confirmation. In consideration of this, the delivery time period indicated in the Order Confirmation is to commence from the date of receipt of Order Confirmation itself.

### 7. PAYMENT

Save as differently agreed between the Company and the Buyer in the Order Confirmation, the payment shall be executed cash and at delivery time or to the Company representatives or to the carrier in case of cash on delivery. In the event of default in collecting the Products or in case of cancellation of the Order during the preparation of the Products, the security eventually paid by the Buyer will be acquired by the Company. The Buyer may not, for any reason whatsoever, even in case of eventual claim, postpone payments beyond the agreed due date. Interests may be charged on late payments at the rate in force at that time from the due date for payment thereof until receipt by the Company of the full amount whether or not after judgement.

### 8. RIGHT OF OWNERSHIP

The Products will remain the property of the Company and ownership shall not revert to the Buyer until such a time as the Products have been fully paid for. The Company shall have the right to claim for the return of the Products if these have not been paid for and even in case of Buyer's insolvency.

### 9. COMPLAINTS

After 8 (eight) days from the date of delivery of the Products, these shall have been deemed to have been accepted. Any complaint must therefore be notified in writing to the Company by registered mail within 8 (eight) days and within 60 (sixty) days in case of malfunctioning which can only be detected by using the Products.

### 10. LIABILITY

The Buyer, placing an order for the Products, shall be responsible for the respect of the safety rules and laws related to the purchased Products. In no event shall the Company be liable for any indirect, incidental or consequential damages (including, but not limited to, loss of profit) resulting from the Buyer's or any third party's purchase, use, possession or disposal of the Products provided under the Contract with the sole exception of damages to personal property and personal injuries.

### 11. ACCEPTANCE OF RETURNED PRODUCTS

The return of Products shall be previously discussed and agreed in writing between the Company and the Buyer. The acceptance of returned Products requested by the Buyer for causes not attributable to the Company, is at the sole discretion of the Company itself and will be affected only if the following terms and condition occur:

- i) material managed in a proper way;
- ii) original package;
- iii) cost and expenses related to the return of the Products shall be borne by the Buyer.

### 12. PRODUCTS CHANGE

The Company may, at any time and in its own discretion and without giving any notice to anybody, effect changes and/or modifications which in its own opinion may be necessary to improve its own products. The descriptions, illustrations and technical data shown in the Company's catalogues, brochures etc., are not binding.

---

**Maico Italia S.p.A.**

Via Maestri del Lavoro, 12  
25017 Lonato del Garda (BS) Italy  
Tel. +39 030 9913575 – Fax +39 030 9913766  
www.maico-italia.it  
info@maico-italia.it  
PEC: maicoitaliaspa@legalmail.it

Azienda con Sistemi di Gestione per la Qualità,  
Salute e Sicurezza sul Lavoro certificati.

---

**13. GOVERNING LAW**

The Contract shall be governed by and construed and interpreted in accordance with the laws of Italy.

**14. COMPETENT COURT**

The governing law of any agreement closed between the Company and the Buyer shall be the laws of Italy.