

	<h1>GENERAL SALES CONDITIONS</h1>	Cod./Rev.	CGV 7201 Rev.2
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DEFINITIONS	
<b>Supplier:</b>	Which means Electric Line srl, with legal and operative site in via dell'Artigianato 18 Pontirolo Nuovo (BG)- VAT 03792650164 – Tel.0363/330673 – Fax 0363/330269
<b>Customer:</b>	Whoever forwards the order to Electric Line srl
<b>Supply:</b>	The content of the Order
<b>Order:</b>	The documented request containing all the requirements of the service provided to the Customer from the Supplier.
<b>Compensation:</b>	The accorded price for the Supply
<b>GSC:</b>	General Sales Condition
<b>OC:</b>	Order Confirmation
<b>Guarantee of material integrity:</b>	Scratches, incisions, visible dents, damage
<b>Supply conformity guarantee:</b>	Conformity of the supply with respect to the technical specifications as established by art. 2

#### Art.1. Applications of the General Sales Conditions – Closure of the contract

- The present GSC applies to all the commercial relations between Supplier and Customer and therefore applied to every single order; they prevail on every buyer conditions except in case on explicit derogation, which has to be written from the Supplier. The present GSC have to return signed by the Customer, from the legal accountable, via e-mail or Fax.
- No special condition of sale, delivery and payment, except formal written acceptance of the Supplier, can prevail on the present GSC.
- Under any circumstances, the Supplier can be considered “Producer” according with the regulations in force as far as it pertains the related responsibilities ex art. 115 D.lvo 206/2005 and cannot be considered “Manufacturer” or representative of the same pursuant ex D.lgs 507/1992 and subsequent amendments.

#### Art.2. Orders – Order Confirmation

- The Customer's orders, and/or related modifications, must be written and duly signed. The methods of transmission of the orders and recipients will be agreed between the Customer and the Supplier.
- After the arrival of the Order, the Supplier will forward a signed OC to the address and in the manner indicated by the Customer.
- The Supplier reserves the right to request an adjustment of the contractual conditions (e.g. cost increase) in response to changes received by the Customer and relating to the requirements of the products covered by the contract.
- Any possible telephone order must be confirmed by e-mail or fax within 1 working day in the manner referred to as in point 2.1, otherwise the Supplier will send the order confirmation to the Customer as established in point 2.2.
- For reasons of speed and urgency, requested by the Customer, the order must be executed before the order procedure referred to in point 2.1 is completed, the execution of the order by the Supplier will have the effects referred to in art. 1327 cod. civ.
- In the event of orders totally or partially lacking in technical specifications, conditions, references to standards and/or technical regulations or in general without adequately defined requirements, the Supplier will use materials, treatments, processes and solutions deemed reliable by the latter in function of the information known and on the basis of one's own experience, which are understood as accepted from now on by the Customer, following the transmission of the OC referred to in point 2.2. This is because the Supplier is not required to know all, or at all, the intended uses, fields of application, the respective criticalities and related risks of the products that it supplies to the Customer (unless the latter communicates such information in writing ). Therefore, in no case, the Supplier will be held responsible for the Customer's complaints deriving from the aforementioned shortcomings.
- In the absence of tolerances within the customer documentation, the following tolerances are maintained:



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TUTTE LE QUOTE RIPORTATE SONO IN MILLIMETRI (mm).  
LE TOLLERANZE SE NON DIVERSAMENTE SPECIFICATE SONO:

#### TAGLIO CAVO:

da 20 a 50: -0/+3  
da 50 a 100: -1/+4  
da 100 a 250: -1/+5  
da 250 a 1000: -2/+10  
da 1000 a 5000: -4/+20  
da 5000 a 10000: -5/+50  
da 10000 a 50000: -10/+100  
da 50000 in su: -100/+250

#### SGUAINATURE:

meno di 10: -1/+1  
da 10 a 50: -2/+5  
da 50 a 100: -2/+10  
da 100 a 1000: -3/+20  
da 1000 in su: -5/+30

#### SPELATURE:

da 3 a 6: -0,5/+0,5  
da 6 in su: +1/-1

### Art.3. Compensation

1. The Compensation to which the parties refer is the one expressly indicated in the OCs sent by the Supplier to the Customer. The value added tax (VAT) in force at the time of transmission of the OC will be added to the Consideration.
2. If, during the supply, increases in the cost of materials, labor or others elements occur, the Supplier has the right to negotiate with the Customer an adjustment of the prices starting from the dates on which such increases occurred.

### Art.4. Delivery Time

1. Delivery will take place in the way and time specified in each individual order.
2. If the delivery is delayed due to major force, or by an action or omission of the Customer, an extension of the delivery term will be granted such as to reasonably take into account all the circumstances of the case.
3. In the specific case of contracts in which Customer is processing materials are involved, the order deadline will be closely related to the delivery of the materials mentioned above, as defined in the contracting phase. In the event of omissions or non-compliance by the Customer, the Supplier will not be held responsible for the consequent delays.
4. If the Customer does not collect the products on the due date, he will still have to make all related payments. The Supplier will arrange for the storage of the material at the Customer's expense and risk. Upon written request of the Customer, the Supplier undertakes to insure the material at the Customer's expense.

### Art.5. Terms of Payment and Retention of Title

1. Payments must be made in the manner, at the deadline or deadlines agreed by the parties, and specified in the OC having regard to points two and three of these GSC.
2. If the delivery is made before the payment of the amount due, the delivered material remains property of the Supplier until full payment of the price pursuant to art. 1523 and s.s. c.c..
3. In the event in which the products cannot be delivered and/or completed due to defaults attributable to the Customer, the Supplier reserves the right to request advance payment based on the semi-finished products already produced. The Customer has the right to check with the Supplier the presence of the aforementioned semi-finished products upon agreement on times and methods.

### Art.6. Controls, Testing, Registration and Traceability

1. All the checks, tests, traceability criteria of the products and the respective registrations will be carried out according to the procedures already in place at the Supplier.
2. If the Customer defines the procedures referred to in points 6.1 after the conclusion of the contracts, these could become subject of a revaluation of the agreed consideration.
3. Unless otherwise agreed upon, the Supplier does not carry out technical checks and/or acceptance tests relating to the material received for working by the Customer, which, otherwise, is made directly available to the production lines.

### Art.7. Transport and packaging

1. The Supplier carries out the packaging for the shipment of the Products in the form deemed most appropriate and according to experience of use, except for specific requests for packaging by the Customer, which, in any case, the Supplier must accept.
2. In the case of transport by carrier paid in the invoice or by means of transportation of the Customer, the Supplier is not liable for any damage, breakages, tampering or shortages that may occur after leaving its warehouses.

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- In the case of transport by the Supplier by its own vehicle or by carrier in free port, any damage, breakage, tampering or shortage must be communicated in writing and in real time to the Supplier's Customer Service and recorded with a note on the Document of Transport in charge of the driver-indicating acceptance WITH RESERVE). Otherwise, the Supplier will not be liable for such situations communicated in different ways and times.

#### **Art.8. Guarantee of the material integrity of the supply - Guarantee of conformity of the supply**

- Within the limits and in accordance with the following provisions, the Supplier guarantees that the supply is materially intact and complies with the order as established by art. 2. The warranty starts from the day of delivery as specified below.
- The Customer must report in writing the lack of material integrity of the supply and / or the non-conformity of the supply to the Supplier's Customer Service.
- The report must be made, under penalty of forfeiture, within eight (8) days in case of lack of material integrity of the supply and within sixty (60) days for the guarantee of conformity of the supply.
- Once the forfeiture period referred to in point 8.3 has expired. It will be the Supplier's right to make the guarantee operative in any case.
- Following the reporting of defects and / or defects, the Supplier will, at its sole discretion, send qualified personnel in order to ascertain such defects and / or defects or to have said material delivered to its factories at the addresses that will be communicated to the Customer. Having ascertained the existence of flaws and / or defects, the Supplier will replace, repair or rework the material within the times and in the manner that will be agreed with the Customer and which will take into account the urgency.
- In the event that the Customer does not want the replacement of the Supply with defects and / or faults, the Customer's right to compensation for damages will be limited to a maximum amount equal to the value of the product supplied that has flaws and / or defects, with the exclusion of any further direct and indirect damage.
- In the event of a dispute between the Customer and the Supplier regarding the existence of flaws and / or defects, the parties will appoint their own trusted technician in order to verify the existence or otherwise of such defects and / or defects. In case of disagreement between the aforementioned technicians, a third technician will be appointed by the President of the Court of Milan upon appeal by the most diligent party. The technicians will decide by majority.
- In any case, the guarantee does not apply in the event of damage and/or defects due to anomalies deriving from and/or connected to parts assembled and / or added directly by the Customer. Or as a result of normal wear and tear of the Supply due to use or improper storage; alteration of the same by the Customer; removal of any identification labels applied to each product; hidden defects "related to or caused by" any material received from the Customer for processing; or due to damage by a third party.

#### **Art.9. Confidentiality obligations - Personal data processing**

- All information relating to the know-how of which the Supplier is the owner, as well as other corporate and commercial information that the Customer will become aware of during the negotiations and the execution of the contract must be considered confidential and not usable either directly or indirectly by the Customer, except within the limits necessary for the correct execution of the contract, nor must they be disclosed to third parties. Confidential data includes news relating to the Supplier's plants, means of production and other corporate assets, as well as the models and organization of production, services rendered commercial initiatives, customers, management and performance of the company, relations with third parties and so on. The Customer undertakes to take all reasonable precautions to keep such information secret, communicating it only to its employees under a constraint of secrecy.
- Customer and Supplier agree pursuant to Legislative Decree 196/2003 that the other party for executing the contractual relationship will process their data.

#### **Art.10. Industrial property rights**

- Unless otherwise agreed during the conclusion of the contract, any drawing, technical or business management document, issued by the Supplier, and which allows the execution of the same contract, remains the property of the Supplier. Even in the event that the Customer receives such documentation, he is not authorized to disclose it in any way without the prior written authorization of the Supplier (unless he becomes the owner in accordance with the law).
- Any technical product documentation (eg projects, drawings, procedures, etc.) issued by the Supplier and necessary to carry out its processes remains the property of the Supplier itself even after the contract has been fulfilled. In no way will the purchase of ownership of the goods object of the Supply, entail the obligation to transfer the aforementioned documentation to the Customer. This acquisition may be the subject of a separate contract.

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- During the term of the contract and after its termination, the Supplier undertakes not to disclose, publish or disclose in any way any part of the patents, models or designs or technical expertise owned by the Customer except for any activities to be performed in outsourcing. Even in the case of outsourcing, the Supplier undertakes to deliver the necessary documentation with a binding written commitment by the sub-supplier to non-disclosure.

#### Art.11. Access to the Factory

- Access to the Supplier's factories must be formally requested by the Customer and must, in any case, be approved by the Supplier's General Management. In no way does the sending of the OC to the Customer imply tacit consent for access to the Supplier's factories.

#### Art.12. Exception of non-fulfillment pursuant to art. 1453 of ICC - express termination clause pursuant to art. 1456 of ICC

- If the Customer is late in making payments in the manner and within the terms referred to in point 5, the Supplier may suspend the fulfillment of its obligations pursuant to art. 1453 of the Italian Civil Code
- If the delay of the Customer in fulfilling his obligation referred to in clause 5 exceeds 60 days, the Supplier has the right, without prejudice to any different action and/or protection provided for by these conditions and/or by the provisions of the law, to terminate the contract pursuant to art. 1456 of the Italian Civil Code (express termination clause) by communicating it by means of rec. a.r. or by certified e-mail to the Customer.

#### Art.13. Applicable Law and Dispute Resolution

- Italian law applies to this contract.
- All disputes that may arise from these GSC and from the individual sales contracts to which these apply between the Customer and the Supplier are the exclusive competence of the Court of Milan.

**GENERAL SALES CONDITIONS UPDATED TO 01/10/2018**

**Federico Vassalli, Administrator**

  
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