

GENERAL CONDITIONS OF SALES

- 1) SACCARDO's supplies will be ruled exclusively by the present contract.
Any clause or condition whatsoever in conflict with the terms set forth hereunder, will be null and void and without any effect unless it has been previously agreed upon and accepted by SACCARDO.
- 2) SACCARDO's offers will be in all circumstances deemed subordinate to the subsequent acceptance by SACCARDO and every offer acceptance must be sent in writing by fax or e-mail directly to SACCARDO's head-office or SACCARDO's representative office for the concerned area.
SACCARDO reserve the right to accept an order passed on verbally, but under no circumstances SACCARDO will be liable for any mistake and/or discrepancy and/or misunderstanding.
Orders will be always binding for the CUSTOMER, irrespective of whether written acceptance has been received or not from SACCARDO and will also become binding for SACCARDO once the related confirmation has been sent out, without prejudice to the exceptions set below.
Orders including any kind of penalty or commitment will not be accepted.
- 3) Prices will be those charged in the order acceptance date; any increase in goods prices will be communicated in writing within the shortest possible time.
All quotations refer to the goods delivered ex-works (EXW) at SACCARDO's factory warehouse and exclude packing, testing, assembly and any accessory charges.
- 4) Delivery is deemed at the time the products are ready and available for the CUSTOMER at SACCARDO's factory warehouse.
If the CUSTOMER does not promptly provide to the goods collection for any reason whatsoever, the goods will be stored in SACCARDO's warehouse for a maximum period of three weeks without any responsibility for SACCARDO about their preservation; after such term, the order will be considered null and void and the CUSTOMER will lose all the rights whatsoever over such goods, losing the amount already paid.
After having received a new order, SACCARDO will send an order confirmation to the CUSTOMER.
Each new order will be scheduled to production plant only after having collected the related CUSTOMER's payment.
The only valid delivery date will be specified in SACCARDO's order confirmation.
Although the delivery term indicated in the order confirmation must be respected as much as possible, by the way it must be considered only as an information.
SACCARDO assume no liability whatsoever for damages caused by delivery delays and reserves the right to extend the delivery term in case of impediments due to events beyond its control or CUSTOMER's failure in giving all the necessary indications for the order fulfilling or subsequent order modification or delay in payment or insolvency related to previous supplies.
- 5) Shipment will be deemed executed on behalf of the CUSTOMER, at his risk and cost, according to the indication received.
SACCARDO guarantees that all the delivered products are new products, tested and in perfect working order.
Complaints about any product tampering or damage must be presented by the CUSTOMER to the carrier, as it's to be presumed that they have happened during transport operations.
SACCARDO will take into consideration complaints regarding manufacturing defects and discrepancies regarding the order only if they will be forwarded by the CUSTOMER within 8 days from the goods reception date, preferably in writing.
In absence of CUSTOMER's instruction SACCARDO declines any responsibility concerning the means of transport choice or carrier charges.
In case SACCARDO should agree to pay even only a part of the transport cost, it will use the means of transport considered the best fitting one.
- 6) CUSTOMER must pay by bank transfer to SACCARDO's account after having received the SACCARDO's order confirmation or pro-forma invoice.
If the CUSTOMER not pay within the arranged due date, the goods production and delivery still on order may be suspended and the remaining goods order cancelled without any right to compensation or indemnity of any kind whatsoever, without prejudice to SACCARDO's right to claim the related payment.
Any dispute regarding goods either being produced yet, ready for shipment, already shipped or in CUSTOMER's possession does not free the CUSTOMER from the withdrawing of the whole quantity ordered and making the related payment on the arranged due date.
Following appropriate checks, SACCARDO is free to evaluate, choose and set any refund and/or replacement and/or repair according to the conditions below specified.

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- 7) Everything possible will be done to make sure that the descriptions, drawings and any other information contained in correspondence, catalogues and other SACCARDO's documents is accurate, but SACCARDO will accept no liability whatsoever for any inaccuracies existing in such documents.
- 8) SACCARDO provides a one-year warranty valid counting from the goods delivery date, limited exclusively to defective pieces repairs or free of charge replacements.

Warranty covers the new products, it can be changed in case of repair operations made by SACCARDO. The CUSTOMER must however report defects in order the warranty being applied.

In no circumstance any whatsoever complaint can cause the order deleting or reduction or the payment of any kind of indemnity by SACCARDO.

The disputed goods must be sent back by the CUSTOMER to SACCARDO free of any charge, to be carried out for checking.

Under no circumstances SACCARDO will be responsible for any damages, including physical injuries to persons without limitation or for any damage due to loss, including loss of income, and/or business activity interruption or other economic losses.

SACCARDO's liabilities for damage caused to whomsoever by accidents of any kind whatsoever caused by SACCARDO's defective products will only be those mandatory by the law.

In case was not possible to return the defective good or the CUSTOMER prefers to repair it in his site, before proceeding with any repair operation SACCARDO must be promptly informed about the damage; only if the repair is agreed upon in advance, quantified and documented, SACCARDO will proceed with the repair cost refund.

Nothing will be due for the period in which the installation remains not working or for direct or indirect costs and/or damages.

The warranty will be invalidated if the CUSTOMER does not send a written detailed notification to SACCARDO about the nature of any defect found in the goods within 10 days from the defect appearance.

Furthermore, the warranty will be invalidated if the CUSTOMER do not allows SACCARDO's personnel to carry out every check required or if, following a request to return and/or recover the faulty product and/or component, the CUSTOMER would fail to proceed accordingly within 15 days of the actual request.

- 9) The warranty does not apply if the defective products returned have in any way been tampered with repair attempts or used improperly or run not complying with SACCARDO's instructions.

The warranty does not cover damages or defects due to external agents, lack of maintenance, natural wear and tear, inaccurate choice of product type, assembly mistakes or other causes beyond SACCARDO's control.

The warranty does not cover any defect due to ordinary wear of those parts which, by their nature, are subject to fast continuous wear (i.e: bearings, rings and various seals, chucks, bushings, tips, joints, etc.)

SACCARDO does not guarantee any working life for bearings, as it depends on external factors, such as tool balancing level, processing type, worked material type and therefore radial and/or axial forces, impacts and/or mechanical stress beyond standard values, preheating, storage etc.

Furthermore, damages caused by plants non-compliant to the specification described in SACCARDO's instruction manual are not under warranty too.

For example, we point out the following loss of guarantee cases:

- Lack of no-return valve
- Lack of pre-heating cycle
- Long storage (over one year) without the required checks
- Insufficient or excessive pressurization
- Insufficient or excessive coolant quantity
- Insufficient cooling (by air or liquid)
- Closing/obstruction of drainage holes of the joint
- Working with closed tool without turning off water circuit
- Use of contaminated coolant because of lack of adequate filter
- Lack of filter between inverter and motor/spindle
- Mistakes on inverter configuration

- 10) All SACCARDO's products are tested in SACCARDO's plant using SACCARDO's own instrumentation.

Sale price does not include any product assembly or maintenance.

If requested by the CUSTOMER, either at the order time or subsequently, any accessory service, such as product testing using particular instruments or methods, or in extraordinary condition, either in SACCARDO's plant or in a place indicated by the CUSTOMER, assistance with assembly or routine or supplementary maintenance,

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SACCARDO will evaluate and charge for such operations separately and issue a normal invoice for rendered services.

- 11) Saccardo ensures the supply of spare parts and/or after-sale repairs concerning its products, in compliance with the applicable norms and laws. In absence of contracts, agreements and/or any other covenant stating the contrary, Saccardo reserves for itself the full operative, economical and organizational freedom to guarantee the fulfilment of the after-sales services.
- 12) About any case herein not contemplated, the parties will refer to the Italian Civil Code and Italian law. For any dispute not resolved by mutual agreement between the parties, the Law Court of Vicenza will have exclusive jurisdiction. Any dispute or challenge do not exempt the CUSTOMER from compliance with the payment conditions agreed upon nor do they imply an extension to such conditions.

Place.....,date.....

The Customer's Legal Representative
(stamp and signature)

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