

## MEGADYNE GENERAL CONDITIONS OF SALES

### Art. 1 – Conclusion of agreements

- 1.1 The present General Conditions shall apply to all agreements for the sale or supply of products between Megadyne and the customer.
- 1.2 Megadyne shall not be bound to any terms and conditions of the customer which is conflict with the present General Conditions, unless expressly agreed in writing, by fax or e-mail by Megadyne. In any case, general conditions of the customer shall not apply, unless expressly agreed in writing by Megadyne.
- 1.3 Offers of Megadyne shall be valid for 60 (sixty) days from the date of mailing by Megadyne, unless otherwise specified by Megadyne in the offer.
- 1.4 Technical specifications, performances and other elements provided in catalogues, brochures, depliants, advertising material or other documentation of Megadyne are indicative and do not bound Megadyne unless such specifications, performances or other elements are expressly provided in the agreement with the customer. Megadyne reserves the right to modify technical specifications, performances and other elements provided in the above documentation at any moment, without any obligation to replace or reimburse, totally or partially, the products purchased by the customer. Megadyne is and shall remain the owner of all rights on drawings, technical specifications and any other information communicated by Megadyne to the customer. The customer shall not disclose such information to third parties or use such information for purposes different from the definition of the order to Megadyne, unless upon prior written authorization of Megadyne.

### Art. 2 - Prices

Prices are net Ex Works in Euro, and do not include packaging, transportation costs, insurance costs, custom duties, VAT or other taxes, unless otherwise agreed by Megadyne in writing, or by fax or e-mail.

### Art. 3 - Payments

- 3.1 Payments shall be due at the domicile of Megadyne unless otherwise indicated in writing, by fax or e-mail by Megadyne.
- 3.2 The customer shall comply with the payment obligations also in case of claims or contestations, for whatever reason.
- 3.3 Breach of terms and conditions of payment shall relief Megadyne from delivery and guarantee obligations, also with reference to deliveries other than those relating to such breach, and shall allow Megadyne to claim immediate advance payment of all sums due by the customer. Term of payment is of essence. In the event of breach of the payment obligations, Megadyne shall have the right to rescind the agreement with immediate effect and claim for damages.
- 3.4 In case of delay in the payment, Megadyne shall be entitled, without need to send any notice to that effect, to interests on such sum as is in arrear at a rate equal to the rate provided under the Italian law on legal interests on commercial transactions, Legislative Decrees no. 231/2002 and no. 192/2012 (or as successively amended or replaced).

### Art. 4 - Reservation of title

#### **MEGADYNE S.p.A.**

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www.megadyne.it - mail@megadyne.it  
PARTITA IVA/CODICE FISCALE: IT00477710016  
C.C.I.A.A. TO: R.E.A. n. 294460  
REG. IMPR. UFF. TO 00477710016  
CAPITALE SOCIALE 10.851.223 I.V.



The products sold by Megadyne shall remain the property of Megadyne until the complete payment of the price by the customer.

#### **Art. 5 - Delivery**

5.1. All references to delivery or commercial terms (Ex Works, FOB, CIF and others) in the agreement with the customer are intended as a reference to "INCOTERMS" of the International Chamber of Commerce, ed. 2010.

5.2. It is in any case understood that, independently from the delivery or commercial term agreed between Megadyne and the customer, the transport of the products is always at the risk of the customer. Any import license or authorization required in the country of destination of the products shall be for the account of the customer.

5.3. Delivery terms agreed between the parties shall be indicative for Megadyne. Partial shipments and shipment before the agreed date of delivery are allowed to Megadyne.

5.4. Any liability of Megadyne for damages arising out from delayed or lack of delivery, total or partial, is excluded to the maximum extent permitted by the applicable law.

#### **Art. 6 - Warranty**

6.1. The term "lack of conformity" (and the term "non-conforming") as used in the present General Conditions shall refer to lack of quality, non-conformity with the agreed description of the products, defects and to any other kind of lack of conformity. Products with reasonable tolerances or tolerances which conform to usages or common practices shall not be deemed as non-conforming.

6.2. Megadyne guarantees that the product sold or supplied to the customer is suitable for the ordinary use to which products of the same kind are destined. No special or particular use is guaranteed by Megadyne, unless otherwise agreed in writing by Megadyne. In any case, the products are never suitable for use in connection with aircrafts, helicopters and any air locomotion apparatus. Special or particular products must be agreed by Megadyne in writing on a case by case basis.

6.3. The customer shall examine the products promptly upon receipt. The customer shall give notice to Megadyne of any lack of conformity of the product in writing by detailing such lack of conformity not later than 15 (fifteen) days from the date when the lack of conformity was discovered or ought to have discovered, and in any case not later than 1 (one) year from the date of delivery of the product. In addition, no action, defense or counterclaim can be taken by the customer for lack of conformity of the products after 1 (one) year from the date of delivery of the products. In the event of failure to comply with the above terms and conditions, the customer loses the right to rely on any remedies for lack of conformity of the products, except in the event that the lack of conformity is due to facts of which Megadyne knew or could not be unaware at the time of conclusion of the agreement and did not disclose to the customer, except if the customer at that time knew or ought to be unaware of such facts.

6.4. Upon receipt of customer's written notice, made in compliance with the present article 6, if the product is confirmed as non-conforming, Megadyne shall at his choice:

a) repair free of charge the product, or

b) supply free of charge the customer with a new product to replace the non-conforming one, or

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c) reimburse the invoiced price paid by the customer for the product proved to be non-conforming.

6.5. The guarantee is excluded in the event of defects or other lack of conformity due to failure to comply with the sizing recommended by Megadyne, non correct installation or assembly, non correct storage, use or maintenance, unauthorized repairs or modifications of the products or, in general, failure to comply with the instructions set out in the manual of use or other instructions made available by Megadyne, in the absence of the specific prior written authorization by Megadyne on a case by case basis.

6.6. The customer shall not have the right to return any product to Megadyne unless upon request by Megadyne in writing, by fax or e-mail. Costs of transport for any return requested by Megadyne shall be borne by Megadyne if the product shall be found non-conforming; otherwise such costs shall be borne by the customer, without prejudice for Megadyne's rights to claim for damages.

6.7. The warranty set forth in the present article 6 is in lieu of and replaces any liability for lack of conformity and any other contractual or legal liability arising out from, or relative to, the sale of the products. With the exception of the remedies granted to the customer according to the present article 6, no other claim or request shall be submitted by the customer. In particular, but not limited to, the customer shall have no right to claim price reduction or to rescind the agreement or any other claim. Any liability of Megadyne for damages arising out or in relation to lack of conformity is excluded to the maximum extent permitted by the applicable law.

6.8. Megadyne shall have no liability in case of earthquake, flood or any natural disasters, war, riots, strikes, shortage of materials and any circumstance of force majeure.

#### **Art. 7 – Laws of the country of destination**

Megadyne complies, in manufacturing the products, with the laws in force in the European Union. The customer shall be responsible to procure that the products (as well as their packaging, labelling, instructions, warnings, advertising, etc.) conform to the laws of the territory of destination. The customer shall indemnify and hold Megadyne harmless from any request relative to such liability.

#### **Art. 8 - Jurisdiction and Applicable Law**

8.1. For any and all disputes arising out from the agreement with the customer or relative thereto the Court of Torino shall have exclusive jurisdiction. Megadyne, at its discretion, shall also have the right to take action before the Court of the domicile of the customer.

8.2. Without prejudice for the provisions of the present General Conditions, the agreement with the customer, comprising the present General Conditions, shall be regulated Vienna convention on international sale of goods and, for any remaining matter which is outside the field of application of the Convention, by the Italian Laws.

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