



G/AMBINI MECCANICA S.R.L.
Strada dei Cacciatori, sn – 61122 PESARO (PU)
Tel. +39.0721.282667 r.a. – Fax +39.0721.281935
info@gambinimeccanica.it – www.gambinimeccanica.it
Codice Fiscale e Partita Iva 0093595 041 0 – R.E.A. 96559
Iscr. N. 0093595 041 0 Reg. Imprese di Pesaro-Urbino
Cap. Soc. € 99.000,00 i.v.

Sales Conditions

1) All sales are governed by these sale conditions

All the sales that will be performed by Gambini Meccanica Srl, Strada dei Cacciatori sn, 61122 (PU), Italy, 00935950410 (“Gambini Meccanica”) are regulated by the following sale conditions, even if these are not expressly recalled in the order or confirmation.

In case of conflict between these sales conditions and any conditions and/or terms contained in the single sale contract, the latter shall prevail.

TAKING DELIVERY OF THE PRODUCTS ALWAYS IMPLIES THE ACCEPTANCE OF THESE SALE CONDITIONS, EVEN FOR FUTURE SALES, WITHOUT ANY RESERVATIONS BY THE CUSTOMER.

2) Gambini Meccanica’s literature

ALL DRAWINGS, DESCRIPTIONS, DETAILS ON WEIGHT AND SIZE GIVEN WITH OFFERS OF GAMBINI MECCANICA, AS WELL AS THE ILLUSTRATIONS CONTAINED IN OUR CATALOGUES OR ANY OTHER INFORMATION GIVEN WITH ADVERTISING ARE NOT CONTRACTUALLY BINDING.

3) Products and technical specifications

The products will be manufactured in compliance with the technical specifications provided by the customer.

The customer has the duty and exclusive responsibility to check that the technical specifications are complete, correct and comply with all applicable regulations. Gambini Meccanica will not check or test the technical specifications. Gambini Meccanica is not responsible for the fitness of the products to the uses or purposes indicated by the customer.

Gambini Meccanica reserves the right to execute on the products all changes that it deems necessary or appropriate, without altering the essential characteristics of the products, by previously informing the customer.

4) Intellectual/industrial property and confidentiality

INTELLECTUAL/INDUSTRIAL PROPERTY RIGHTS INHERENT IN THE DOCUMENTS PROVIDED, MANUFACTURING PROCESSES, METHODS, INVENTIONS, TOOLING, AS WELL AS KNOW-HOW ACQUIRED PRIOR TO OR DURING THE MANUFACTURING PROCESS BY GAMBINI MECCANICA SHALL REMAIN THE EXCLUSIVE PROPERTY OF GAMBINI MECCANICA. The parties hereby agree on a reciprocal basis to a general obligation of confidentiality covering all items exchanged in connection with the preparation and the execution of the order.

The customer undertakes not to alter in any way the original appearance of the products and not to remove Gambini Meccanica’s trademarks from the products and from the related documentation.



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5) Offers – Agents – Brokers

All offers made by Gambini Meccanica are subject to these sale conditions.

Agents and brokers cannot bind Gambini Meccanica. Any condition proposed by Gambini Meccanica's agents or brokers shall be worthless if not reproduced in the order confirmation.

6) Orders

The customer shall send orders to Gambini Meccanica by fax or email. Orders must include the code and the complete technical specifications of the products, the quantity required, the unit price, the terms required for delivery and payment and the data of the customer (full name and address). Orders must be signed by the customer.

Gambini Meccanica is free not to process orders that do not include one or more of the above data.

The monthly minimum amount of any invoice issued by Gambini Meccanica is equal to Euros 150,00 (excluding VAT). Therefore, in case the sum of all orders received by Gambini Meccanica during any month is lower than such amount, Gambini Meccanica shall issue an invoice for the amount of Euro 150,00 (excluding VAT).

7) Confirmations

Gambini Meccanica is not obliged to process, accept or confirm the orders.

In case Gambini Meccanica sends a confirmation to the customer, IF THE CONFIRMATION DIFFERS FROM THE ORDER, THE CONFIRMATION WILL PREVAIL OVER THE ORDER AND THE CUSTOMER SHALL BE BOUND BY THE CONFIRMATION UNLESS IT WITHDRAWS FROM THE SALE BY GIVING WRITTEN NOTICE THEREOF TO GAMBINI MECCANICA WITHIN 2 (TWO) WORKING DAYS AFTER RECEIPT OF THE CONFIRMATION.

In case Gambini Meccanica does not send a confirmation to the customer, THE ORDER SHALL BE DEEMED TACITLY CONFIRMED AND ACCEPTED BY GAMBINI MECCANICA 5 (FIVE) WORKING DAYS AFTER THE ORDER RECEIPT.

Orders accepted by Gambini Meccanica shall not be cancelled by the customer without Gambini Meccanica's consent.

A TOLERANCE OF +/- 10% IN THE QUANTITY OF PRODUCTS SUPPLIED IS ALLOWED AND ACCEPTED BY THE CUSTOMER.

8) Transport, delivery, verification and acceptance of delivery of the products.

Products shall be delivered according to the term FCA, seat of Gambini Meccanica, Incoterms 2010 ICC.

EVEN IF AGREED A DIFFERENT TERM, GAMBINI MECCANICA SHALL BE FREE FROM ANY OBLIGATION TO DELIVER THE PRODUCTS AND FROM ANY LIABILITY ARISING FROM TRANSPORT WITH THE DELIVERY OF THE PRODUCTS TO THE SHIPPING AGENT AND/OR TO THE FIRST CARRIER. PRODUCTS WILL TRAVEL AT SOLE CUSTOMER RISK EVEN IF TRANSPORT WILL BE ORGANIZED BY GAMBINI MECCANICA.



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The place of delivery of the products, even within the meaning of art. 5 EC Regulation n. 44/2001, shall always be considered as executed at Gambini Meccanica's plant.

IN ANY EVENT PRODUCTION, SHIPMENT AND DELIVERY TIMES AND DATES ARE INDICATIVE ONLY AND ARE NOT BINDING FOR GAMBINI MECCANICA.

IN CASE OF DELAY IN DELIVERY OF THE PRODUCTS IT IS EXPRESSLY EXCLUDED ANY CLAIM FOR DAMAGES OF THE CUSTOMER GAMBINI MECCANICA SHALL NOT BE LIABLE TOWARDS THE CUSTOMER OR THIRD PARTIES FOR DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY DELAYS IN DELIVERY.

9) Events beyond Gambini Meccanica' control

In case of events beyond Gambini Meccanica' control, Gambini Meccanica will have the right to suspend, postpone or cancel any offer or confirmation and it will not be responsible of delay or failure to deliver. Events beyond Gambini Meccanica' control include, but are not limited to, production stopping, shortage of labor force, or of raw material or of equipment; machinery, equipment or plant breakdown; delay in the supply of materials, components or parts from Gambini Meccanica' suppliers.

10) Price and Payment

Product prices are those indicated in Gambini Meccanica's price list, in Italian language, effective at the time of the order or, if the products are not included in the price list or the price list is not available, the prices shall be those indicated in Gambini Meccanica's confirmation.

The prices indicated in price list are expressed in Euro and are for delivery according to the the term FCA, seat of Gambini Meccanica, Incoterms 2010 ICC. Products prices do not include VAT.

Discounts granted by Gambini Meccanica are to be calculated on the list price, excluding packaging and transportation costs and incidental expenses.

GAMBINI MECCANICA HAS THE RIGHT, WITHOUT PRIOR NOTICE AND WITH IMMEDIATE EFFECT, TO UNILATERALLY REVISE THE PRICE OF THE PRODUCTS INDICATED IN GAMBINI MECCANICA'S PRICE LIST.

UNLESS OTHERWISE AGREED, PAYMENTS SHALL BE MADE IN THE CURRENCY AND ON THE TERMS SET FORTH IN THE INVOICE.

UNLESS OTHERWISE AGREED, THE PAYMENT TERMS AGREED OR USED BY THE PARTIES FOR PREVIOUS SALES SHALL EXTEND TO SUBSEQUENT SALES.

ANY DELAY IN PAYMENT ENTITLES GAMBINI MECCANICA TO:

- a) SUSPEND THE PRODUCTION AND THE DELIVERY OF THE RELEVANT ORDER AND OF ANY OTHER ORDERS;
- b) REQUEST IMMEDIATE PAYMENT FOR ALL THE OUTSTANDING INVOICES AND INSTALMENTS, EVEN IF NOT YET DUE;

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- c) RECEIVE INTERESTS AT THE INTEREST RATE SET OUT IN DIRECTIVE 2011/7/EU AND BANK CHARGES DUE TO THE LATE PAYMENT;
- d) REVOKE ANY DISCOUNTS GRANTED TO THE CUSTOMER;
- e) CANCEL ANY ORDER, EVEN IF CONFIRMED;
- f) ENFORCE THE RETENTION OF TITLE RIGHTS.

THE RETURN OF PRODUCTS FURTHER TO THE CUSTOMER PAYMENT'S FAILURE INVOLVES THE GAMBINI MECCANICA'S RIGHT TO CLAIM FOR ALL THE COSTS AND CHARGES DUE TO THE IMPOSSIBLE PRODUCTS RESALE OR THEIR DEPRECIATION.

11) Change in the customer's reliability

IN THE EVENT THE CUSTOMER SELLS, TRANSFERS, PLEDGES OR CONTRIBUTES ITS BUSINESS TO A COMPANY OR A SIGNIFICANT PORTION OF ITS ASSETS OR ITS EQUIPMENT, IN THE EVENT OF A DETERIORATION OF THE CUSTOMER'S FINANCIAL POSITION AND/OR ITS FAILURE TO COMMUNICATE THE YEARLY FINANCIAL STATEMENTS, GAMBINI MECCANICA SHALL HAVE THE RIGHT, WITHOUT PRIOR FORMAL NOTICE, TO:

- EXERCISE ALL THE RIGHTS PROVIDED FOR IN CASE OF DELAY OF PAYMENT; AND IN ADDITION,
- RETAIN THE AMOUNT OF ALL DOWN PAYMENTS RECEIVED UNTIL FULL PAYMENT OF THE AMOUNT DUE.

12) Retention of title

THE PRODUCTS SUPPLIED REMAIN THE PROPERTY OF GAMBINI MECCANICA UNTIL EFFECTIVE AND COMPLETE PAYMENT OF THE SAME IS RECEIVED BY GAMBINI MECCANICA. AS A CONSEQUENCE, THE CUSTOMER UNDERTAKES:

- A) TO MAKE GOOD USE OF THE PRODUCTS, ACCORDING TO THEIR DESTINATION;
- B) NOT TO TRANSFER TO THIRD PARTIES PROPERTY AND POSSESSION OF THEM, UNLESS EXPRESSLY AND PREVIOUSLY AUTHORIZED IN WRITING BY GAMBINI MECCANICA.

IN THE EVENT OF SEIZURE OF THE RESERVED GOODS BY THIRD PARTIES, THE CUSTOMER SHALL INFORM THE THIRD PARTY OF GAMBINI MECCANICA'S OWNERSHIP AND INFORM GAMBINI MECCANICA WITHOUT DELAY.

THE RETENTION OF TITLE SHALL, IN ADDITION, INCLUDE THE FOLLOWING:

- A) GAMBINI MECCANICA SHALL HAVE THE RIGHT TO ACCESS TO THE PREMISES WHERE THE RESERVED GOODS ARE HELD, RE-ENTER INTO POSSESSION OF THE RESERVED GOODS AND WITHHOLD THE INSTALMENTS ALREADY PAID BY THE CUSTOMER.
- B) THE EXERCISE BY GAMBINI MECCANICA OF ITS RIGHT TO RE-ENTER INTO POSSESSION OF THE RESERVED GOODS SHALL NOT CONSTITUTE, AND MAY NOT BE INTERPRETED AS, EITHER A CANCELLATION OR A



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TERMINATION OF THE SALES CONTRACT, EXCEPT IN THE CASE WHERE GAMBINI MECCANICA EXPRESSLY STATES ITS INTENTION TO CANCEL OR TERMINATE THE SALES CONTRACT.

13) Sales warranty and liability

Gambini Meccanica hereby guarantees that the products will be:

(a) in compliance with the technical specifications contained in Gambini Meccanica's technical catalogue or in technical drawing used for the manufacturing of the products;

(b) free of all manufacturing defects of any origin whatsoever.

Gambini Meccanica guarantees that the products will only include new materials and articles recently manufactured and of good average quality.

Gambini Meccanica does not guarantee that the products match a specific application or that are fit for a specific purpose. It is the duty of the customer to test whether the product is fit for the purpose required. THE WARRANTY PERIOD UNDER STANDARD CONDITIONS OF USE AND STORAGE IS 12 (TWELVE) MONTHS FROM DELIVERY.

The customer shall examine the products and report in writing any patent damage, lack of conformity or defect (hereinafter "defect") within 8 (eight) days from delivery. Hidden defects must be reported in writing within 8 (eight) days from discovery and, in any event, within the warranty period. The report must contain a written description of the defect and photographs of the defect.

IN CASE THE CUSTOMER DOES NOT REPORT THE DEFECTS WITHIN THE TERMS DESCRIBED ABOVE, THE WARRANTY RIGHTS OF THE CUSTOMER SHALL BE TIME BARRED AND ANY AND ALL WARRANTY RIGHTS SHALL BE UNENFORCEABLE.

THE CLAIM OF ANY DEFECTS DOES NOT AUTHORIZE THE CUSTOMER TO SUSPEND PAYMENT OF THE INVOICE RELATED TO THE CLAIMED PRODUCTS OR TO OTHER SUPPLIES. THE CUSTOMER SHALL NOT RAISE DEMANDS, REQUESTS OR EXCEPTIONS TO GAMBINI MECCANICA UNTIL FULL PAYMENT OF THE SUM DUE AS CAPITAL, INTERESTS AND EXPENSES INCURRED IN CONNECTION WITH THE EXECUTED SUPPLIES.

ANY CLAIM RELATED TO THE PRODUCTS AND/OR TO THE DELIVERY OF THE SAME SHALL NOT, IN ANY EVENT, JUSTIFY SUSPENSION OR DELAY IN PAYMENT.

AT GAMBINI MECCANICA'S REQUEST, THE CUSTOMER SHALL DELIVER THE DEFECTIVE PRODUCT TO GAMBINI MECCANICA ACCORDING TO THE TERM DDP, SEAT OF GAMBINI MECCANICA, INCOTERMS 2010 ICC. NO RETURNS OF PRODUCTS ARE AUTHORIZED WITHOUT HAVING FIRST OBTAINED THE AUTHORIZATION FROM GAMBINI MECCANICA. GAMBINI MECCANICA HAS SOLE AUTHORITY TO JUDGE WHETHER OR NOT A PRODUCT CAN BE RETURNED. FAILING GAMBINI MECCANICA'S AUTHORIZATION, ANY PRODUCTS RETURNED WILL BE SENT BACK TO THE CUSTOMER AT THE CUSTOMER'S OWN EXPENSE.

GAMBINI MECCANICA'S WARRANTY IS LIMITED TO:

(A) REPLACEMENT OF (NOT INCLUDING THE COSTS TO UNINSTALL AND INSTALL) THE DEFECTIVE PRODUCT; OR



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AT GAMBINI MECCANICA DISCRETION

(B) REPAIR OF (NOT INCLUDING THE COSTS TO UNINSTALL AND INSTALL) THE DEFECTIVE PRODUCT.

Administrative expenses related to the costs to process compliance failures declared by the customer shall not be borne by Gambini Meccanica.

THIS WARRANTY DEFINES ALL WARRANTY RIGHTS OF THE CUSTOMER AND ANY OTHER RIGHT OR REMEDY IS EXPRESSLY EXCLUDED.

THIS WARRANTY IS IN LIEU OF ANY OTHER LEGAL WARRANTY, GUARANTEE OR LIABILITY. THEREFORE ANY OTHER GAMBINI MECCANICA'S LIABILITY (WHETHER CONTRACTUAL OR NON-CONTRACTUAL) WHICH MAY IN ANY WAY ARISE FROM OR IN RELATION WITH THE PRODUCTS (E.G. COMPENSATION OF DAMAGES, LOSS OF PROFIT, RECALL CAMPAIGNS, ETC.) IS EXPRESSLY EXCLUDED.

ANY CLAIM OR PROCEEDINGS IN RESPECT OF ANY DEFECTS OR BREACHES OF GUARANTEE MUST BE STARTED WITHIN 3 MONTHS AFTER THE EXPIRY OF WARRANTY PERIOD. AFTER THE AFORESAID PERIOD, THE CUSTOMER SHALL BE DEEMED TO HAVE WAIVED ITS WARRANTY RIGHT OR TO RIGHT TO CLAIM UNDER WARRANTY.

Gambini Meccanica shall in no event be held liable for loss or damage resulting totally or partially from the customer's negligence or any incorrect intervention/installation, abuse, incorrect use of any product by any person other than Gambini Meccanica. The same is true for any problem caused by events beyond Gambini Meccanica' control or by a force majeure event. In particular, the warranty shall not apply to products which defects are due to:

- (a) damages caused during transport or damages due to improper storage, assembly and installation;
- (b) negligent use or misuse of the products;
- (c) failure to comply with Gambini Meccanica's instructions on installation, operation, maintenance, and preservation of the products;
- (d) repairs and/or modifications on the products by the customer or by third parties without prior written consent of Gambini Meccanica.

The customer agrees to keep a traceability record for the products delivered by Gambini Meccanica used in its production or assembly chains, those of its sub-contractors or its customers.

14) Limitation or exclusion of liability.

IN ANY CASE OF BREACH OF THE SALE CONTRACT (INCLUDING, BUT NOT LIMITED TO, DELAY IN DELIVERY, FAILURE TO SUPPLY, ANY DEFECTS OF THE PRODUCTS, ETC.), EXCEPT IN CASE OF WILLFUL WRONGDOING OR GROSS NEGLIGENCE:

(A) IN NO EVENT WILL GAMBINI MECCANICA BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, AMONG OTHERS, OPERATING LOSS, LOSS OF GOODWILL, SUSPENSION OF ACTIVITIES, ETC.);



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(B) FOR ANY DIRECT DAMAGES, GAMBINI MECCANICA'S LIABILITY SHALL BE DEEMED AS EXPRESSLY LIMITED TO THE PRICE OF THE PRODUCTS WHICH DELIVERY IS DELAYED, WHICH SUPPLY IS FAILED, WHICH CONTAIN DEFECTS, ETC.

15) Hygiene, Environment, Safety

Each Party hereby agrees to apply the legal and regulatory provisions in force applicable to health, safety, hygiene and the protection of the environment.

The customer agrees to comply with the provisions contained in Convention C182 of the International Labour Organization.

16) Import - Export Regulations

Certain products are subject to foreign, European or national regulations applicable to import and export. The customer agrees to supply Gambini Meccanica with all documents requested by the competent authorities, to inform Gambini Meccanica regarding special certifications and/or specific regulations needed for the import of the products and assist Gambini Meccanica in order to obtain the export documents required. Gambini Meccanica may not be held liable in the event an export license is not granted or is subsequently withdrawn.

The customer agrees not to export the products delivered by Gambini Meccanica to a country which is on the list of countries placed under embargo by the American and/or European authorities.

17) Applicable law and Jurisdiction

THESE SALE CONDITIONS AND ALL ORDERS, CONFIRMATIONS AND SALE CONTRACTS ARE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALES OF GOODS (VIENNA CONVENTION 1980) AND, WITH RESPECT TO MATTERS NOT COVERED BY SUCH CONVENTION, BY THE LAWS OF ITALY.

IN CASE OF DISPUTE ABOUT THESE SALE CONDITIONS AND/OR ALL ORDERS, CONFIRMATIONS AND/OR SALE CONTRACTS, GAMBINI MECCANICA HAS THE RIGHT TO DECIDE WHETHER TO START ARBITRATION OR TO SUE THE CUSTOMER IN THE COURTS OF ITALY OR IN THE COURTS WHERE THE CUSTOMER HAS ITS DOMICILE OR SEAT.

IN CASE GAMBINI MECCANICA DECIDES TO START ARBITRATION, THE DISPUTE SHALL BE RESOLVED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE CHAMBER OF NATIONAL AND INTERNATIONAL ARBITRATION OF MILAN AND THE ITALIAN ARBITRATION LAW. THE SEAT OF ARBITRATION SHALL BE PESARO (ITALY) AND ANY HEARING SHALL BE HELD IN PESARO (ITALY). THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ITALIAN.

ALTERNATIVELY TO ARBITRATION, GAMBINI MECCANICA, AT ITS DISCRETION, HAS THE RIGHT TO SUE THE CUSTOMER IN THE COURTS OF ITALY OR IN THE COURTS WHERE THE CUSTOMER HAS ITS DOMICILE OR SEAT.

THE CUSTOMER CAN ONLY SUE GAMBINI MECCANICA IN THE COURTS WHERE GAMBINI MECCANICA HAS ITS



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SEAT.

18) Validity of the present general sale conditions

The customer is deemed to be a well-informed business professional who is familiar with these sale conditions. These present sale conditions cancel and substitute any contrary previous documents or conditions.

Unless expressly agreed otherwise, all the sales are exclusively governed by these conditions of sale with express exclusion of customer's conditions of purchase and, more generally, of all other provisions non compatible, in whole or in part, directly or indirectly, being represented in its own documents however they may be.

The customer declares to have read and to expressly accept, according to articles 1341 and 1342 of the Italian civil code, the following clauses contained in the sales conditions: art. 1 – Consequences of taking delivery of the products, art. 7 – Confirmations, art. 8 – Transport, delivery, verification and acceptance of the delivery of the Products, art. 10 – Price and Payment, art. 11 – Change in the customer's reliability, art. 12 – Retention of title, art. 13 – Sales warranty and liability, art. 14 Limitation or exclusion of liability, and art. 17 – Applicable law and Jurisdiction.