1. General indications
These General Conditions will be applied to all contracts for the sale or the supply of Products by the Seller to the Customer with exclusion of all the other general conditions, including any condition that the Customer intends to apply on the basis of any purchase or order confirmation or similar document.

1.1 Products
The term “Products”, used in these General Conditions, refers to goods and/or services provided by the Seller to the Customer. The Purchaser, with the drawing up of the purchase order, acknowledges of having carefully examined the technical and operational characteristics of the goods and considers them suitable for the use to which it intends, directly or indirectly, to make of them. Furthermore, it undertakes not to bring about any change to the good and to meet its correct methods of use.

2. Validity of the Offer
The offer has a validity of 60 days from the date of issue. Failure of receiving the confirmation of the offer within these 60 days will imply that the offer thereof is void.

3. Prices and Quotations
All prices specified in any quotation, or invoice, are determined in Euros unless otherwise indicated on the document thereof. All prices are net of value added or similar taxes. The prices do not include in any case fees on taxes, duties, or charges for export taxes and the like.

4. Acceptance of the Offer
Acceptance of the offer constitutes drawing up of the Sales Contract between the Parties to all effects of the law and the conditions hereby given.

5. Reprogramming and cancellation
All requests of reprogramming or cancellation in whole or in part of any whatsoever order for Products will be invalidated unless they have been accepted in writing by the Seller. Wherever, at the Seller’s opinion, such modifications involve variations of cost or the requested times for the manufacture of the Products, the Seller undertakes to give prompt written communication to the Customer.
In the event that the Seller approves in writing the cancellation of the order, the Seller will have the right to impose a fee for the cancellation of the said order.

6. Methods and terms of payment
Still unless otherwise specified by the Seller, the Purchaser will effect the payments, on an indicated bank current account, on the basis of the following methods:
- 30% upon signature of this Order/Contract
- 40% B.B. at notification of goods being ready
- 30% Commercial Papers. 30 days from the final test that must take place within and not beyond two months from the date of delivery.
Or
By leasing
Or
By Letter of Credit
In the event that payment will be agreed to be effected by Letter of Credit, further details will be established at the time of the order.
In case of delay in payments with respect to the terms indicated in the invoice, to the Purchaser, without the need for specific formal notice, will be charged default interest at the rate provided for by Leg. Decree 231/2002. Until full payment of outstanding deliveries, the Supplier may suspend the execution of orders in progress without any penalty and waiving to pay damages by the Purchaser in default.

7. **Term of delivery**

By “term of delivery” it will be intended the statement of the goods, to be sent to the Purchaser by e-mail, ready at the Seller’s premises to be dispatched.
The observance of the term of delivery presupposes fulfilment of the contractual commitments by the Purchaser.
The terms of delivery, unless otherwise expressly indicated as being essential, are always considered indicative.
The term of delivery may be subject to an appropriate extension:
- if the data required by the Supplier for the supply of the Product is not received in time or if the Purchaser modifies them later, causing a delay in supply or agreed services;
- if obstacles arise that the Supplier cannot prevent despite the taken precautions. Such obstacles include, by way of example, late or deficient delivery of semi-finished or finished supplies, force majeure, other special circumstances that prevent the execution and implementation of the Product up to standard.

In case of delayed delivery, to the Purchaser will be recognised payment of a penalty fee equal to 1% of the total order amount for each full week of delay, and for a total not more than 5% of the amount of the order. The penalties will be applied after a week’s exemption allowance. To the Purchaser will be recognised such penalties, once evidence that the delay is due to the fault of the Supplier and if the Purchaser can prove of having sustained damage.

In case of non-collection and impossibility of delivery of the goods, in the event that these remain on hold at the Supplier’ premises, the Purchaser, in addition to the value of the supply, will be liable to payment, for each week of on hold after the first 10 days, to compensate costs of storing and accounting, for an amount equal to 0.5% of the total value of the not delivered goods, in addition to any fees charged to the carrier.

8. **Packaging**

The packaging envisaged for the shipment of the Product is to be considered as having been specified in the offer thereof; with the exception of special packaging requested by the Purchaser and agreed by the Seller during the contract negotiations.
Any special packaging that may be necessary will be at the Purchaser’s charge.

9. **Transportation**

All prices are meant Ex Warehouse (EXW) (Incoterms 2010).
Transportation will be at the Purchaser’s care, charge and risk with the carrier, means and personnel of its choice.
Special requests concerning the organisation of shipment must be notified to the Seller in good time.

10. **Reporting/Claims of possible defects of the Product**

Any claims on the integrity of the packaging and goods must be made directly to the carrier at the time of delivery by affixing on the delivery note, or the delivery document, the caption “accepted with reserves”.
The Purchaser has the obligation to make a careful check of the received Product and to report any shortages or defects in the writing by PEC and/or registered letter within 7 working days of receipt of the Product. The Purchaser undertakes not to use the Products possibly defective and to report without delay any challenges.

11. Installation
The mechanical and electrical installation will be carried out under the Purchaser’s care and expense.

12. Start-up
At the express request of the Purchaser, the Seller will perform the start-up of the plant on the basis of the rates shown on the tariff that will provide the sales department.

13. Technical Assistance
For all technical intervention, the Seller shall apply the rates shown on the tariff that will provide the sales department on request.

14. Guarantee
The guarantee of the Product will be valid for 12 months from the date of start-up of the plant and in any case a maximum of 18 months from the date of delivery. If any Product may be faulty within the guarantee period, the Seller undertakes to repair or replace the detected defective part.

The guarantee is limited to the replacement of the part. Transportation and labour are excluded. Therefore are excluded from the guarantee and are at the Purchaser’s charge:
- the expenses of the Seller’s technicians intervention, which will be invoiced at the rates referred to in paragraph 13 (Support).
- the replacement of parts due to normal wear and tear;
- damage, flaws, defects, or any other abnormality of operation, attributable to incorrect use and/or not in accordance with the good maintenance rules contained in the “Manual of Use and Maintenance” supplied as standard.

The above rates will be subject to annual revaluation. The materials to be replaced under guarantee will be supplied free of charge, ex-Sellers plant. In any case, the free replacement of the damaged parts must take place upon their return to the Seller and subject to evaluation by the latter of the need for replacement. In the event that the replacement is deemed to be unnecessary the Seller will charge the Purchaser the cost of the parts.

The guarantee is not valid, in any case and by way of example, where are detected:
- faulty installation;
- errors of use;
- tampering or direct repair attempts or modification of the product;
- late intervention to limit the consequences of any abnormal operation of the Product;
- normal deterioration of the Product resulting from its use.

15. Contractual liability
With the exception in the event of fraud or gross negligence, in no case the Supplier will be liable for damage to persons or property arising from the use of the supplied Product. In any case, the liability will not extend to indirect, unpredictable damages and anyhow outside the hypotheses for which the guarantee on the Product is valid.
16. **Right of ownership**

The right of ownership of the Products will not pass to the Purchaser until the latter will have paid to the Seller the full amount of the Product. Until that time, the Purchaser is obliged to make good use of the product purchased, and keeping it under good repairs.

The Purchaser also undertakes not to transfer to third parties the property and/or other real or personal right on the Product in question and/or carry out on this Product any act prejudicial to the Seller's interests and/or rights, and not to change the place where the Product is located without the Seller’s prior written authorisation.

No document relating to the Product may be disclosed to third parties or be operated or used without the Seller’s prior written authorisation.

17. **Industrial and Intellectual Property**

Purchase of the Products and their use, directly or indirectly, will not give the right for the transfer by the Purchaser of any right of industrial or intellectual property on sold Products, which will remain at the Supplier's prerogative.

18. **Technical Modifications**

The Seller will have, at its sole discretion, the right to bring about modifications from time to time, in whole or in part, of any technical data related to the Products at any time, provided that such modifications do not actually affect the quality or suitability of use of these Products.

19. **Applicable Law**

The rights of the Parties under these General Conditions will be governed by and construed in compliance with the Italian law. All litigations or disputes that may arise from the interpretation or execution of this contract, thereby including the actions of the Supplier for the recovery of their credits, will be under the jurisdiction of the Court of Varese, Italy.

20. **Information on the protection of personal data in pursuit to Leg. Decree No. 196/2003**

STM S.R.L., with headquarters in No. 66, Via Mazzini, Ternate (VA), Italy, in its capacity of owner, will process the data related to the Customer in electronic and/or manual format, according to the lawfulness and fairness principles and by meeting the related Number of Leg. Decree No. 196/2003. The data may be used by the Trustees, directly or through trusted third party service providers (Banks, Credit Institutions, Insurance Companies, Administrative and/or Information Services Management Companies, Debt Collection Companies, etc.), as holders of the related processing or data processors, exclusively for fulfilling regulatory requirements, thereby including those of accounting and of taxation, as well as of the contractual obligations.

In consideration of the existence of computer data transmission connections or correspondence with the above mentioned subjects, the data may be transferred abroad. In pursuit of Art. 7 of Leg. Decree No. 196/2003, it is the right of the Customer, among other things, to know its processed personal data and request the integration, rectification or cancellation by contacting directly STM S.R.L.