



GENERAL TERMS OF DELIVERY COMEC BINDER S.r.l.

The present General Terms of Delivery regulate the contractual relationship for single orders for the supply of machines and replacement parts of COMEC BINDER S.r.l. (hereinafter called "supplier") and its customers.

1. Effectiveness of the General Terms of Delivery – These present General Terms of Delivery shall be quoted in single orders. Any deviations shall only be valid when accepted expressly in writing by all parties involved.

The present General Terms of Delivery are deemed valid until they are expressly rescinded or replaced by the supplier with new terms.

2. Confirmation of order – Orders – even if they have been negotiated or proposed – are only regarded as definitive when they are expressly accepted as such by the supplier and subsequently confirmed by the customer. Any changes made by the supplier are only regarded as definitive when accepted by the customer.

3. Prices – The contractual prices are the prices stated in the confirmation of order, along with the indicated terms of dispatch.

Any changes sent by the customer subsequent to the confirmation of order by the supplier shall only apply when they are confirmed by the latter in writing, stating possible new delivery dates, prices and terms of payment.

4. Delivery dates – The valid delivery dates are indicated in the confirmation of order. Unless specified differently, delivery dates are regarded as indicative and are non-binding. Any delays in delivery thus do not give grounds to any claims for damage and/ or compensation nor for indirect loss.

Should a postponement of the delivery, i.e. delay of the delivery dates, depend on reasons that are due to the customer in any possible way, the supplier can demand a reimbursement from the customer of any losses suffered.

5. Delivery – Delivery is usually Ex Works (EXW Incoterms 2010) from the workshop of the supplier unless otherwise agreed between the parties. In the case of delivery Ex Works (EXW incoterms 2010), the supplier shall inform the customer of availability. Eight (8) days after having informed the customer, the supplier can issue the respective invoice.

6. Terms of payment – For payment and method of payment, the terms indicated in the confirmation of order shall apply. The customer is not entitled to make any deductions from the agreed price (e.g. in the case of alleged defects), unless previously agreed in writing with the supplier.

7. Complaints – It is imperative that complaints of possible manipulations or shortcomings regarding the delivered goods are to be reported to the haulier in written form by the customer on arrival.

On arrival, the goods must be checked against the order to make sure they match. Any discrepancies between the quantity or the type of delivered goods are to be reported in writing, also by fax, within eight (8) days of the time of receipt along with all data to ensure immediate checking. If this deadline is not adhered to, the goods shall be deemed to have been duly accepted.

8. Warranty – The supplier warrants that the material used to produce the equipment and the relevant replacement parts is of high quality and that the deliveries and services conform to the agreed specifications provided that the equipment and components are used for their intended use.

The terms laid down in the contract of delivery shall apply to the equipment. With regard to replaceable components, the supplier grants a warranty of three (3) months from date of delivery for any faulty materials or workmanship.

The present warranty does not apply in the cases of shortcomings due to improper or careless use, failure to observe the supplier's attached operating instructions (especially with regard to use and maintenance of the equipment and components), use of the equipment and components other than that intended by the supplier, excessive load, repairs and maintenance work carried out by personnel not authorised by the supplier, replacement of individual components of the equipment with non-original replacement parts, manipulation or modification of the equipment or its components not planned by the supplier, or any consequential defects for which the supplier is not at fault. The warranty does not cover components subject to normal wear and tear and components sold expressly as "used".

Furthermore, the supplier takes no responsibility for any damage caused by inobservance of the operating instructions, in particular instructions for installation, use and maintenance of the equipment and its components. The same shall also apply to all supplied replacement parts.

The warranted performances and quality of the equipment and components are binding as regards the parameters advised by the supplier. These parameters may also be stated in documentation separate from the attached operating instructions. Where equipment is not properly operated according to the instructions for operation and maintenance as provided by the supplier, warranted performances and qualities can exceed the specified tolerance thresholds. This in turn leads to the forfeiture of any entitlement on behalf of the customer to damages or compensation or even to cancellation of the contract of delivery.

In the framework of the present warranty, the customer is obliged to immediately notify the supplier of any defects and within eight (8) days after discovery, failing which the warranty shall be deemed to be forfeited.

At his own discretion, the supplier shall carry out the repair and/ or replacement of the defective part either directly on the customer's premises or have it sent at the customer's expense to his works in Badoere (TV), following which the customer shall receive the relevant replacement part and the supplier shall bear the delivery charges. Furthermore, the supplier shall not be responsible for damage to property or to third parties caused by the use of faulty goods.

This warranty encompasses and replaces all legal warranties provided against flaws and defects; it excludes all other possible liability of the Supplier in any way arising from the goods supplied. More specifically, the validity of this warranty shall not give the Client any right to make any demands for compensation and/or indemnity of the Supplier, for any direct or indirect damages of any type deriving from the failure to use or limited use of the systems and/or individual components as may comprise them.

The work will be made to the highest levels, in accordance with the laws in force in the safety's field, as well as any other applicable law and in any case in accordance with the tender specifications, or, in general, in total adherence to the technical characteristics specifications issued by the Principal.

9. Reservation of ownership - Until full payment the goods remain in our full property.

10. Postponement or cancellation of orders – Should one of the agreed terms of delivery not be kept to, even if only partially, such as e.g. in the case of ascertained payment difficulties, i.e. in the case of a lack of solvency or financial capacity of the customer, the supplier is entitled to postpone or cancel current orders or to make delivery dependent on the performance of appropriate payment guarantees.

11. Applicable law. Settlement of disputes – The present General Terms of Delivery and the individual orders are subject to Italian law and understood as being accepted in their entirety in the absence of objection within eight (8) days of the date of confirmation of order.

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following clauses are expressly accepted by customers: 1. (Effectiveness of General Terms of Delivery); 4. (Delivery dates); 5. (Terms of delivery, Transfer of risk); 6. (Terms of payment, Prohibition regarding delays in payment); 7. (Complaints); 8. (Guarantee); 9. (Postponement or cancellation of orders); 10. (Settlement of disputes).

The Court of Treviso shall be responsible to the exclusion of any other court for any disputes arising from the execution and interpretation of individual orders, apart from the present General Terms of Delivery.