

GENERAL CONDITION OF SALE

1. In the present document the "Seller" is intended as REG srl, with legal office in Monza via Gian Battista Stucchi n. 66/20A , VAT. N. 05433240966, the "Manufacturer" as the company or companies in charge of production, machining and transformation of the "Products. The "Client" or the "Customer" or the "Purchaser" is intended as the companies and industries in the electrical sector who will use the "Product" to complete their finished products, the companies and industries manufacturing products for the private and public market and the re-sellers of electrical products for industries, who have asked REG to supply the "Product" supplied and/or assembled by the "Manufacturer". As "Product" it is intended electrical items and accessories for industries object of the commercial activity of the "Seller" and products from the "manufacturer". The "End User" or "Final Consumer" are intended as people or companies who will purchase from the "Seller" or "Purchaser" the "Product" even after additional work on it or its transformation.
2. The "Seller" exclusively supplies according to its general conditions. Different conditions from the present ones, proposed by the "Purchaser" shall be in no case accepted, even in the remote case the "Seller" does not expressly exclude the applicability and even if the "Purchaser" states in his purchase order that is issued in accordance to it won conditions of sale.
It is anyway excluded the case where the "Seller" can make exceptions to its standard conditions and accepts the conditions of the "Purchaser" only if the "Seller" expressly does it in writing.
Any modification or integration of the present conditions shall anyway be made exclusively in writing, including any possible waiver to the need of the written form for the modifications. The present conditions of sale are intended as fully accepted by the "Purchaser" by sending the purchase order or anyway upon the receipt of the "Seller's" invoice. The "Purchaser" is requested to take notice of the present conditions from the beginning of the commercial transaction with the "Seller".
3. The purchase order is intended as competed and irrevocable for the purchasing party upon the receipt of REG's order acknowledgment. Once confirmed, the purchase order cannot be cancelled prior to the written acceptance by REG. In such case, REG reserves the right to debit a reasonable amount for the costs and expenses borne during the order processing. The "Seller" reserves also the right to modify the purchase order within 15 days for the date of the same, in case modifications are required to the same order, or to reject within the same period the purchase order whether, for any reason, it is not possible to satisfy it. Any drawings, illustrations, catalogues or other documents relevant to the "Seller's" products or anyway transmitted to the "Purchaser" are general and indicative only and are not binding for the "Seller" as far as the quality, the quantity or any other product feature supplied to the "Purchaser".
4. The prices in the catalogues/price lists are merely general and might be modified within the course of validity of the same in accordance with the modified production costs. Once confirmed as per par. 3 the sales prices in the order shall be binding except in the remote case of unexpected increase of material and production costs beyond REG's control. In such case REG shall communicate the price increase to the "Purchaser" giving satisfactory explanation.
5. The contractual obligation of the seller shall arise in the moment of the direct delivery to the client. In any case the responsibility will be of the seller in case of non-respect of delivery terms in case of supply difficulties, force majeure, internal faults and delays occurred from sub-suppliers as for any other unexpected and unforeseeable event. In such cases, the seller might indicate a reasonable delayed delivery term with no right for the client to withdraw or cancel the contract unless otherwise agreed in writing by the parties. The delivery terms , unless otherwise agreed, are only indicative. In case the order execution is not possible because of circumstances of force majeure, from lack of supplies of raw materials and other unexpected circumstances, the delivery terms shall be postponed and the new terms agreed by the parties.

6. The delivery of the product to the purchaser shall be indicated by the purchaser, the delivery point ex works Monza (MG). The cost of packaging is at purchaser care and shall be invoiced at cost.
7. The purchaser is committed to verify the quantity conformity and the integrity of the goods with the forwarder or courier. Any possible claim for quantity discrepancy or for damaged goods shall be communicated within 8 days from the receipt date of the goods. No goods can be returned prior to an agreement with REG. In case of authorized returned goods the products shall be delivered ex-work and free packaging. No claims shall be considered for items not present in the price list valid at the time of the request and for products developed according to the customer specification.
8. The purchaser is obliged to immediately verify the product upon delivery. Any claim of possible non-conformities shall be made at the presence of the forwarder; for non-visible defects any claim shall be expressly made within 3 months from the receipt of the goods and anyway always through written communication to the seller. In such case, the seller shall be entitled to request the client to dispatch or make available the products subject to claim, the client shall confirm within 8 days by delivering the products to the place indicated by the Seller. The seller reserves the right to reimburse the transportation costs to the purchaser in case the claim is accepted by the seller. It is anyway excluded the reimbursement of any other cost. It is excluded any responsibility of the seller for damages or defects on the products which are claimed by the purchaser after 6 months from the delivery of the electric products. In case the defects are accepted by the seller, the seller shall be considered free from any obligations by dispatching a replacement product within 30 days from the receipt of the defected product. Alternatively the seller shall send a credit note compensation the same value of the purchased products. It is expressly understood that the seller shall not be liable towards the purchaser and or third parties for any possible indirect, accidental or consequence damage suffered by such parties including, but not limited to as mere example, loss of production, destruction or unavailability of goods, loss or reduction of profit, non-conclusion of contracts or loss of commercial opportunities.
9. The right and obligations by the parties are governed by the Italian law and the Tribunal of Monza is the competent jurisdiction of disputes. The purchaser accepts the competence of the Tribunal of Monza in case of disputes.

Monza, 01.06.2019

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In accordance with artt. 1341 e 1342 c.c. I expressly declare to have verified and approved the above clause 2) prevalence of these conditions and unilateral modification of purchase order; 3) order having effective irrevocable order of purchase 5) indicative delivery dates and withdrawal of the purchaser; 7) obligation to inspect the goods; 8) mode and terms of claim and limited liability; 9) Applicable law and competent jurisdiction.

Monza, 01.06.2019

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