

## TERMS AND CONDITIONS OF SALE

### **1. SUBJECT / SPHERE OF APPLICATION**

- 1.1 This document constitutes the terms and conditions of sale of Everel Group S.p.A., head office in Valeggio sul Mincio (VR), via Cavour 9.

### **2. INTRODUCTION**

- 2.1 The terms and conditions of sale, unless otherwise stated in writing for any exceptions or modifications, are applied to the delivery of products manufactured and purchased by Everel Group S.p.A.. Any different term of the contract which are submitted, attached, quoted, added or modified by the Client do not apply to without written acceptance by Everel Group S.p.A..
- 2.2 The terms and conditions of sale refer to all articles currently offered by Everel Group S.p.A. together with all future models and variants which may be included and reported in its catalogues, drawings, data sheets and brochures.  
Everel Group S.p.A. does hereby reserve the right to modify, add or vary in any time the manufacture of one or more products, without prior notice.
- 2.3 Every order sent by a Client and confirmed by Everel Group S.p.A. is considered irrevocable and refers to these terms and conditions of sale which are considered tacitly accepted in every respect.

### **3. ORDER CONFIRMATIONS**

- 3.1 All the orders shall be accepted by Everel Group S.p.A. sending an order confirmation. These confirms report the codes of ordered products, the prices, the delivery terms, the payments terms and / or other information which can be useful for the definition of the contract.
- 3.2 No order submitted shall be deemed to be accepted unless and until confirmed by Everel Group S.p.A. with the related order confirmation.

### **4. PRICES AND METHODS OF PAYMENT**

- 4.1 The quoted prices are those referred to in the order confirmations; they can be however modified according to unforeseeable variations of costs and currency exchange.
- 4.2 Unless otherwise stated between the parties, all prices do not include Value Added Tax, packaging and transport costs which shall be borne by the Client.
- 4.3 The invoices are to be irrevocably paid in due time according to the indicated terms.  
In case of non-payment in due time or partial payment, the Seller may suspend further deliveries of the already ordered products.  
Everel Group S.p.A. shall besides have the right to:
- consider the contract immediately terminated
  - charge interests on delayed payments on a day to day basis at the debtor rate
  - choose any options to recover the credit, as well any proceedings.



## **5. DELIVERY AND TRANSPORT TERMS**

- 5.1 Unless otherwise agreed in writing, the delivery terms shown in the order confirmation do apply to the goods leaving from Everel plant. Value Added Tax, insurance and transport costs are charged to the Client.
- 5.2 The delivery terms indicated in the order confirmations are binding except for strikes, raw materials lack, moulds breakdown or other inconveniences related to the economic activity. In case of late deliveries, the Seller does not accept any responsibilities for direct or indirect damages to the Client, unless otherwise stated between the parties.
- 5.3 The goods travel at the Client's risks. At the receipt of the goods, the Client shall immediately control that the delivered products are conform in their weight, number, quantity and typology with the ones described in the delivery note.
- 5.4 All claims for differences found in the goods must be submitted in writing by the Client to Everel Group S.p.A. within eight days after date of receipt of the goods.
- 5.5 Everel Group S.p.A. does not assume any responsibilities for transport delays, damages or goods' loss.

## **6. WARRANTY**

- 6.1 Everel Group S.p.A. warrants its components for a period of 24 months from the manufacture date as for the functional conformity and the technical characteristics indicated in the drawings, data sheets or specifications issued by Everel Group S.p.A..
- 6.2 The warranty does exclusively apply to products returned within the warranty expiration and considered as defective by Everel Group S.p.A..
- 6.3 The warranty shall be considered the commitment of Everel Group S.p.A. at its own discretion, to replace free of charge returned products considered as defective, delivering with transport to the Client's costs from the plant in Valeggio sul Mincio (VR). The Seller may as well credit the relevant value. Except as otherwise stated in writing by the management of Everel Group S.p.A., the Client shall indemnify the Seller against any compensations for direct or indirect damages and charges such as:
  - costs assumed for the replacement of the components
  - costs assumed in the plants of the Client
  - costs for "recall" actions
  - costs assumed for the selection of materials or replacement of entire instalments
- 6.4 No warranty is expected for all products which will result defective due to the following circumstances which are not related to manufacture defects: carelessness; usage non-compliant with the technical specifications; mistakes in the project or manufacture of the advice in which the components are inserted; incorrect maintenance; maintenance made by non-authorized staff; transport damages.
- 6.5 No warranty is moreover expected in case of wrong usage of the device.



## **7. PATENT RIGHTS**

- 7.1 Everel Group S.p.A. assures that the supplied products do not violate any patent rights of a third party, that they are not given in pawn or mortgaged and are free from any obligations.
- 7.2 All knowledge and restricted information acquired by the Client and imparted to it by Everel Group S.p.A. shall be treated as confidential.

## **8. Everel Group Code de of Ethics**

- 8.1 Everel Group S.p.A. has officially approved its own Code of Ethics on 20th December 2010, which sets out the ethical principles of conduct and implementation procedures in charge of regulating the Group business activities.
- 8.2 The Customer acknowledges acceptance of Everel Code of Ethics available on the website [www.everelgroup.com](http://www.everelgroup.com) - download - corporate documentation.
- 8.3 The Customer declares to share the principles and rules contained in the Code of Ethics Everel Group SpA and be aware that the violation of its provisions will legitimize Everel Group SpA to terminate the Contract in accordance with and for the purposes of Art. 1456 cc (civil code), being understood the compensation for any damage caused to the company itself.

Only the Italian version of Everel Terms and Conditions of Purchase is legally binding. This document may not be copied or used by or provided to any person or entity who is not a Supplier within the supply chain of Everel Group SpA.