

All supplying done by the Seller will be only regulated by the following sales general conditions. All the clauses and/or conditions established by the Buyer are not valid when in contrast with the conditions listed hereafter.

A) OFFERS

Offers' validity is 30 days except in case of an explicit derogation communicated each time it is necessary. Indications on catalogue, prospects and price lists do not bind the Seller who can decide to modify products and prices.

Therefore the Seller is exclusively bound to what is written in the Confirmation of Order.

All catalogue texts have been written with a lot of accuracy in order to guarantee correct data: in spite of that we decline all responsibility for errors or omissions.

B) ORDERS

The sale contract binds both parties to consider as date of issue the Seller's Confirmation of Order.

C) PRICES

Contractual prices are those appearing in the Confirmation of Order and are intended as Sellers' ex-factory goods, packaging excluded. Any sales' conditions of additional supplying and/or decrease shall be agreed by both parties in writing.

D) DELIVERY TERMS

a) The delivery terms appearing on the Confirmation of Order are purely as an indication and will be respected as much as possible.

b) The Seller is in any case fully entitled not to follow the delivery terms in the following cases.:

- When the Buyer has not respected the payment instructions agreed.
- In circumstances upon his/her control or potential events such as lock-out and strike or all sort of abstention from work, epidemics, wars, requisitions, floods, manufacturing accidents, transport interruptions or delays.
- When the Buyer delays the delivery of the data and/or the material necessary for the supplying execution.

E) SUSPENSIONS AND CANCELLATIONS

In case of suspension or cancellation of an order by the Buyer, the Seller reserves the right to invoice:

A. the manufacturing and the materials' costs calculated on the basis of the progress of work. The goods will be at Buyer's disposal while projects and design will be kept by the Seller.

B. All sort of charges due to the Buyer's default.

F) DELIVERIES

The delivery is considered completed at the moment of the notice that the goods are ready and at the Buyer's disposal for the pick-up or for the delivery to the carrier. This can be simply done by sending the invoice.

If the goods picking-up is delayed, the Seller could provide for the packing, the transport or the storage of the goods at the Buyer's charge. All this could be done if the delay is due to factors not depending from the Seller's control, and 8 days after the date of the communication that the goods are ready for the pick-up.

G) THE PACKING

If there isn't a specific suggestion, the Seller usually set up the best packing at the Buyer's charge, disclaiming all responsibility.

H) PAYMENTS

Payments have to be done at the Seller's address_and according to the terms agreed.

A delay in payments entails a charge of the interests on arrears estimated on the basis of the medium bank rate for short-term funds, with a rise of 4 points.

Any claim doesn't entitle the Buyer to suspend payments. All the advances are interest-free.

I) DELIVERIES

Every operation of transport, insurance, customs and delivery are at the Buyer's charge.

The Buyer has the duty to check the goods at the moment of the delivery. In case of damages, he could make an appeal against the carrier, even if the goods have been sent carriage forward and the Buyer had the responsibility of the transport.

L) COMPLAINTS

Possible complaints or objection by the Buyer about the goods supplied have to be brought to the Seller's notice in writing within 30 days from the date of the delivery.

The above-mentioned date is prolonged for 30 days if it has been impossible to put the goods to the test before the assembly on more elaborated engines.

M) GUARANTEE

The goods produced by the Seller are covered by a guarantee whose validity is one year from the date of the invoice.

The guarantee assures repairs and replacements of faulty products when it is established that the defect is due to an error in planning and/or construction made by the Seller.

The guarantee covers all the costs related to the replacement and repair of the faulty product, except for packing and transport costs. Moreover, if the presence of technicians is necessary, the travelling expenses, board and lodging are at the Buyer's charge.

The guarantee lapses when the Buyer carries out every kind of repairs, alterations or changes on the products without a prior written authorisation by the Seller.

N) RESPONSIBILITY FOR DAMAGES

The seller's responsibility is strictly limited to the above-mentioned obligations.

For this reason, every kind of responsibility for damages is excluded, either for missing profit or for accruing damage resulting from the use of products made by the Seller, even when they are later recognised as faulty.

O) PLACE OF JURISDICTION

The law court of Turin has been established as the place of jurisdiction for every kind of dispute between the Seller and the Buyer.

P) TRANSFER OF PROPERTY

According to the art. 1523-4 of the Civil Code, the transfer of property from the Seller to the Buyer occurs only after the entire payment of the price agreed in the Confirmation of Order.

Q) ACCEPTANCE OF THE SUPPLYING GENERAL CONDITIONS

The present supplying general conditions are also readable on our web site www.cofilto.it and are considered known and totally accepted at the moment of the issuing purchase order, even if not signed.