

1. TERMINOLOGY AND DEFINITIONS

Upon the present General Sales and Contract Terms the following definitions are considered valid.

CLIENT: the user which requests the supply of the Product to Eurofork, insuring, through the formulation of the Purchase Order, that the buying of the PRODUCT happens for exclusively professional purposes, meaning relative to the own working activity, with subsequent non-applying to the Contract of the norms, and/or secondary and/or national and/or international, protecting the users.

PRODUCT: the Product that is supplied by Eurofork, present or not present on the Eurofork catalog, as viewable on the website www.eurofork.com.

QUOTE: the supply proposal of the Product, together with the Supply Volume and/or to the Client Sheet and/or to any other descriptive and/or illustrative document of the Product, with the specification of the sales terms, eventually in dispensation to the present, meaning inclusions, documentation, warranty, delivery, pick-up, transport, packaging, price, payment, Offer validity and notes.

PURCHASE ORDER: the supply request of the Product formulated by the Client to Eurofork in acceptance and/or dispensation of the Quote.

CONTRACT: each contract having as a reference the supplying of the Product according to the terminology and the definitions foreseen by the General Sales Terms and/or to the Quote and/or from the confirmation of the Purchase Order adequately signed by Eurofork.

PARTIES OF THE CONTRACT: Eurofork s.r.l., P.I. 07953860017, with legal seat in Via Battitori, n. 19, 10060 Macello (TO), Italia and the Client.

WORKING DAY: any day different from Saturday, from Sunday or from a Holiday in Italy.

2. EFFECTS AND MODIFICATION OF THE GENERAL SALES TERMS

The Contract between Eurofork and the Client is regulated exclusively by the General Sales Terms, excluding any other agreement, if not agreed upon in written form.

The General Sales Terms are applied to each Contract concluded, to the senses of the successive article 3, in successive date to their publication.

The General Sales Terms can be modified without any notice and have validity from the date of publication on the internet website www.eurofork.com

3. EUROFORK QUOTE AND PURCHASE ORDER OF THE CONTRACT

Eventual requests for quote, forwarded by the Client to Eurofork, do not represent in any case executive order of supply. Following such requests Eurofork will activate exclusively to the scope of supplying the information object of the same requests.

Eurofork's Offer consists in the proposal of the supplying of the Product together with the Supply Volume and/or to the Client Sheet and/or to any other descriptive and/or illustrative document of the Product, with specification of the sales terms, eventually in dispensation to the present, meaning inclusions, exclusions, documentation, warranty, delivery, pick-up, transport, packaging, price, payment, validity of Offer, and notes.

The Offer in understood as valid and binding for Eurofork exclusively is done in writing, signed by the authorized personnel and transmitted via fax or via e-mail in pdf format.

The Client's Purchase Order must be communicated to Eurofork within the Offer's terms of validity and it is understood valid exclusively if done in writing, signed by authorized personnel, and transmitted via fax or via e-mail in pdf format.

Any change requested by the Client in the Purchase Order with respect to what foreseen in the Offer authorized by Eurofork, in seat of acceptance of the Purchase Order, to modify the terms of delivery and/or the price of the Product. In case of change of terms of delivery and/or of the Product's price, whenever the Client shall not solicit quality checks in the term of 5 days from the date of reception of the Purchase Order's acceptance, the mentioned change is considered accepted by the same Client.

The acceptance of the Purchase Order is intended valid and binding for Eurofork exclusively if done in writing, signed by authorized personnel and transmitted via fax or via e-mail in pdf format.

If the Purchase Order's acceptance contains variables to the order or other clauses, they are considered accepted whenever the Client, doesn't declare within 10 days from receipt of the actual acceptance to not accept them. Any change successively requested by the buyer doesn't bind EUROFORK, unless it is expressly accepted by the latter. Whenever the Client doesn't transmit to Eurofork the Volume of Supply and/or the Client Sheet within the term of 5 days to the date of formulation of the Purchase Order, Eurofork, once accepted the Purchase Order, executes the supplying of the Product according to the Volume of Supply and/or the Client Sheet attached to the Purchase Order.

Whenever the Client transmits to Eurofork the Volume of Supply and/or the Client Sheet beyond the term of 5 days from the date of formulation of the Purchase Order, Eurofork is authorized, in seat of acceptance of the Purchase Order, to modify the terms of delivery and the price of the Product.

The Client can ask the voiding of the Purchase Order or of part of it within and not beyond the maximum term of 45 days (meaning, in case of extra catalog Product, of which to the successive article 13, 60 days) preceding the delivery date of the Product as indicated in the Purchase Order and/or in the acceptance of the Purchase Order, except the right of Eurofork to demand the reimbursement of the expenses and of the costs sustained until the date of Purchase Order's annulment.

The annulment of the Purchase Order of the Client is considered valid and rapid exclusively if done in writing, signed by authorized personnel and transmitted via fax or via e-mail in pdf format in the above indicated term.

Whenever the Client annuls the Purchase Order or part of it beyond the maximum term of 45 days (meaning, in case of extra catalog Product, of which to the successive article 13, 60 days) precedent to the date of delivery of the Product as indicated in the Purchase Order and/or in the Purchase Order's acceptance, Eurofork has the right to demand, as whole, the price indicated in the Purchase Order and/or in the Purchase Order's acceptance.

4. CONCLUSION, OBJECT AND ENDING OF THE CONTRACT

The Contract between Eurofork and the Client is considered concluded at any effect of the law in the moment during which Eurofork accepts the Purchase Order to the senses of the article.

With the acceptance of the Purchase Order are defined the conditions and the terms with which Eurofork supplies the Product to the Client according to the terms and the definitions provided from the General Sales Terms and/or from the Purchase Order and/or from the acceptance of the Purchase Order, with respect to what agreed upon.

The Client cannot give the contract to third parties without the written permission of EUROFORK.

5. PRICES, TERMS, AND PAYMENT METHODS

The Prices, the terms, and the payment methods are indicated in the acceptance in the Purchase Order.

The Prices are considered tax exempt and FOB Eurofork plant.

Whenever the acceptance of the Purchase Order foresees one or more payments preceding the delivery, the lack of their transmission to the deadlines agreed upon gives the right to Eurofork to stop the supplying and/or any activity, except the right of Eurofork to the reimbursement for damage.

Eurofork reserves, at its own unquestionable judgment, the right to not proceed to the shipping of the Product, even after having accepted the Purchase Order, to those Clients that may result with "unsolved" or in "legal department".

6. DELIVERIES

Except if differently established, the term of delivery specified in the acceptance of the Purchase Order is merely indicative. In any case the times of delivery indicated in the acceptance of the Purchase Order will be suspended automatically in case of lack of payment on behalf of the Client of the payments preceding the delivery indicated in the acceptance of the Purchase Order.

The observance of the term of delivery agreed upon includes even the fulfilling of all of the contractual duties on behalf of the Client.

The term of delivery is considered in any case respected when the object of supply has left the plant within the term agreed upon or the availability for shipping has been communicated to the Client.

Eurofork is entitled to do partial shipping.

The delivery term can be prolonged by the effect of events beyond the will of Eurofork, such as strikes, fires, floods, production shutdown, delays of sub-suppliers, lack of drive power in the plants and other major nature.

Eurofork has the ability to rescind partially or entirely the contract, whenever the mentioned causes of major nature prevent or delay beyond measure the execution of the Contract and/or the delivery of the supply, preventing the Client to demand compensation or damage of any nature.

7. SHIPPING AND CHECK OF THE ARRIVING PRODUCT

Eurofork sends the Product in assigned port and at the expenses of the Client, unless there has been a different written agreement.

The risk passes to the Client in the moment in which the goods are given to whom is in charge of the shipping, at the latest at the moment of leaving the Eurofork plant, even in cases in which the goods are given through Eurofork.

In case in which the Product should be picked-up by the Client, the risk is transmitted to the Client in the moment of receipt on behalf of the latter of the communication that the Product is ready.

At the moment of the Product's delivery, the Client must verify the integrity of the packing and the quantitative and qualitative correspondence with what indicated in the accompanying document (DDT).

In case of deformity, the same shall be marked on the same accompanying document and confirmed, within eight days via fax or certified mail to Eurofork. In lack of deformity communication, the supply is considered whole and correspondent, for quantity and quality, with what indicated in the accompanying document (DDT).

Even in presence of whole packing, the Product must be verified within eight days from receipt.

8. USE MANUAL AND TECHNICAL INFORMATION

Eurofork delivers to the Client use and maintenance manuals in the Italian language or English, sent by mail in pdf. Eventual use and maintenance manuals in different languages from the English one, can be supplied only if expressly foreseen in the Contract and, in any case, at the Client's expense. The Italian language is the official language and it regulates the relationship between Eurofork and the Client. Any translation in a different language will not be binding for Eurofork.

The technical information inserted in the website www.eurofork.com are taken from the information published by the manufacturers of the products. Eurofork, therefore, reserves the right to modify/change the technical and dimensional information of the products of the catalog, based on what will be communicated by the manufacturers, even without any warning.

9. RIGHT TO PROPERTY

The Product remains the property of Eurofork until the obligations of payment on behalf of the Client are not wholly fulfilled and until the last payment of the agreed upon price has not been paid, beyond the eventual interest for delayed payment.

The inherent risks to the property of the object pass to the Client per norm of the article 7 that precedes.

10. TESTING

Eurofork and the Client proceed to the testing of the Product object of the supplying.

Eurofork and the Client determine the location and they establish the sharing of the costs and of the expenses of the same in writing.

Eurofork grants, through the internal testing certificate for each Product, that the latter Product has been verified and tested before the delivery.

11. RESPONSIBILITY

Eurofork is not responsible of any damage or loss, direct and/or indirect, coming from the supply of goods and proposed services in the catalog published on the website www.eurofork.com, even for delayed and/or missed delivery of the Product, neither for the correspondence of the Product to the specifications published on the website, not for any other fact not imputable directly to Eurofork.

12. WARRANTY

The Client must, at the moment of delivery, check the Product received and denounce the evident defects within 8 days from the delivery, giving the chance to Eurofork, if from such determined necessary, to execute any inspection, intervention and repair from such determined necessary.

Any dispute must be done in writing and sent exclusively to Eurofork via fax or via certified mail.

The Client must moreover dispute in writing according to what abovementioned eventual defects or lacking of quality within 8 days from the discovery, allowing Eurofork, if from such determined necessary, to execute any inspection, intervention, and repair from such determined necessary.

In the limits of what established in the present clause, Eurofork pledges to repair all of the eventual defects due to planning, production or assembly causes, which will manifest themselves during this warranty period fixed in 24 months, which start from the delivery date.

The pick-up of the repaired and/or substituted materials is FOB Eurofork plant.

The interventions done during the warranty period do not imply in any way the prolonging of the 24 months term.

The obligations deriving from the warranty decline in case of suspension or delay on behalf of the Client of the payments agreed upon.

From the warranty are excluded: (i) shipping costs of the material, hours of intervention and travel expenses; (ii) deficiencies, defects, or breaking due to the normal wear of those parts of the Product that are for their nature subject to rapid wear and continues indicated on the use and maintenance manual.

The following determine the decline of the warranty. (i) deficiencies, defects, or breaking due to the usage of the utensils, accessories, or equipment not supplied by Eurofork; (ii) deficiencies, defects, or breaking due to the usage and/or to the maintenance of the Product done differently from the indications and/or prescriptions of Eurofork obtainable even from the use and maintenance manual; (iii) deficiencies, defects, or breaking due to extraordinary maintenance and/or substitutions and/or change not authorized in writing by Eurofork; (iv) deficiencies, defects, or breaking due to natural or accidental causes; (v) deficiencies, defects, or breaking in the installing of the Product and/or in the machinery on behalf of the Client.

The obligation of the warranty, as foreseen in the present article, is considered done with the delivery to the Client of the piece adequately repaired and/or substituted meaning with the execution of repair and/or substitution intervention.

It is expressly excluded any Eurofork responsibility, for building defect or lack of quality, different from the substitution of the pieces or from the technical assistance above foreseen, with expressed exclusion of the availability of reimbursement of the different direct and indirect damages and especially of the damages due to lack of production.

For the goods inserted in the Quote, such as motors, encoder, and micro, the formulation of the Purchase Order comports the integral acceptance of the warranty terms supplied by the motors producers, encoder and micro, that can be independent from the will of Eurofork. The Client, therefore, is knowledgeable that the motors, the encoder and the micro are covered by the warranty of the manufacturer and to the terms foreseen by the same, and accepts, therefore, any reserve removed, all of that modalities of use of the warranty of the manufacturer, even with reference, for pure exemplifying reason, of the managing subject of the warranty even different from Eurofork.

13. EXTRA-CATALOG PRODUCT, INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS, RESERVE AND PRIVACY

In the course of the relationship between Eurofork and the Client and, in any case, whenever the Client may request the supplying of an extra catalog Product, Eurofork reserves the right to not deliver to the Client, for simplifying reasons and not exhaustive, building drawings of singular details.

Eurofork remains the only entity with proprietary and exploitation rights even economical relative to inventions and to what else has been prepared, made, developed in function of the Product to be supplied to the Client, to which is allowed only one right of limited use and non-transferable.

The term Confidential Information is referred to the information communicated in any form (on paper, magnetic, electronic and optic, orally support, via data transmission or through direct vision), from Eurofork, consistent, for simplifying reasons and not exhaustive in drawings, studies and projects and, in any case, in any other document referred and/or referable in the activity and/or to the social object of Eurofork.

It is not included in the definition of Confidential Information any element constituting the information that, in that precise configuration or combination, are already, at the moment of the signing of the present agreement, of public domain and are already known, published or made of public domain successively, but not following the violation of the reserve obligations.

Formulating the Purchase Order, the Client takes the obligation, for himself/herself and his/her employees, consultants, none other for the companies to he/she linked and/or controlling and/or controlled, to not divulgate or reveal in any means to third parties, directly and/or indirectly, wholly or in part, the content of the Confidential Information that are communicated and to the only purpose for which they are communicated, without the preventive and specific written authorization of Eurofork.

Formulating the Purchase Order, the Client takes the obligation of not exploiting, utilize, or otherwise manage, by own or third means, the content of the Confidential Information.

Formulating the Purchase Order, the Client takes the obligation of taking away and keep in indemnity Eurofork, by any discriminative consequence should derive following the communication to third parties of the Confidential Information.

Formulating the Purchase Order, the Client takes the obligation to adopt protection and managing procedures of the Confidential Information, complying with the indications supplied by the same Eurofork and complying with the current norm in matter of telecommunication and reserve of personal data.

To the senses of the Decreto Legislativo 30 June 2003, n. 196, the Client acknowledges that the "personal data" communicated and/or exchanged, even in pre-contractual informative phase, will form object of treatment to the senses of D. Lgs. n. 196/2003, for the effects and with the purposes whose art. 24, comma 1, lett. b) and successive changes and integrations to the same D. Lgs. 196/2003. It remains moreover understood that the Client expressly agrees to the transferring of the "personal data" to the senses and for the effects of the art. 43, comma 1, lett. b) del D. Lgs. 196/2003 and, however, to the communication and diffusion.

14. OFFICIAL LANGUAGE

The present General Sales Terms are in the Italian language, in the English language. The Italian language is the official language and it regulates the relationship between Eurofork and the Client. Each translation in another different language will not be binding for Eurofork.

15. CHANGES

No change, marginal note or clause however added to the General Sales Terms is valid if not specifically approved in writing by Eurofork.

16. APPLICABLE LAW

Any relationship between Eurofork and the Client is subject to the Italian language.

17. CONTROVERSIES

Each controversy relative to the interpretation and execution, none other than the effectiveness and validity of the relationship between Eurofork and the Client, where it cannot be resolved directly by the parties, is devolved to the exclusive competence of the Tribunale di Pinerolo (Court of Pinerolo).