

GENERAL TERMS OF SALE

1) Definition

1.1 For the purposes of these General Terms of Sale (hereinafter referred to as "Terms of Sale"); the following words shall have the meanings assigned to them as below:

- "Tauring": Tauring S.r.l. machinery and equipment's manufacturer under Tauring® and SAF® brands;
- "Customer": any company, organization or legal entity that purchases Tauring's Products from;
- "Product/s": machinery, equipment, spare parts and accessories manufactured, assembled and/or sold by Tauring;
- "Order/s": any purchase proposal of the Products made by the Customer to Tauring exclusively via fax, e-mail and/or Internet;
- "Sale/s": each sales agreement concluded between Tauring and the Customer following the receipt by the Customer in writing the Order acceptance (Order Confirmation) issued by Tauring;
- "Brand/s": all brands owned by Tauring or which is a licensee;
- "Intellectual Property Rights": all Tauring's intellectual and industrial property rights, including without any limitation, the rights to patents for inventions, designs (plans) or utility models, Brands, know-how, technical specifications, data, these rights have been registered or not, as well as any application or registration relating to these rights and any other rights or protection form of a similar nature or having equivalent effect.

2) Purposes

2.1 These Terms of Sale are applied to all Products Sales. In the event of any inconsistency between the conditions set forth in these Terms of Sale and the conditions agreed in the individual sale, the latter shall prevail. Tauring will not be bound by Customer's purchase terms and conditions (hereinafter "CPT"), not even when they are referenced or contained in the purchase Order or any other Customer's documentation, without the prior Tauring's consent in writing. The CPT will not be binding on Tauring even in case of tacit consent.

2.2 Tauring reserves the right to add, modify or delete any provision of these Terms of Sale, provided that such additions, modifications or cancellations will be applied to all Sales concluded since the 30th (thirtieth) day following the notification to the Customer of the new Terms.

3) Orders and Sales

3.1 The customer must submit to Tauring Orders containing specific description of the products, the quantity required the price and the conditions required for delivery.

3.2 The Sale will be considered concluded:

- a) when the Customer receives from Tauring a written confirmation (this confirmation can be sent by e-mail, fax or other electronic means of communication) in compliance with the terms and conditions of the Order;

b) or, in the case where the Customer receives from Tauring a written confirmation containing terms that differ from those contained in the Order, passed 2 (two) working days from the date of receiving the confirmation containing different terms without during this period arrive to Tauring written objection from the Customer;

c) or, in the absence of written confirmation from Tauring, when the products will be delivered to the Customer.

3.3 Orders regularly accepted by Tauring cannot be cancelled by the Customer without the written consent of Tauring.

4) Products Prices

4.1 The Products prices are those mentioned in the Tauring's Price List in effect at the time the Order by the Customer or, if the product is not in the Price List or the Price List is not available, those listed in the Order and confirmed in writing by Tauring at the time of the Order (Order Confirmation). Except as otherwise agreed in writing between the parties, the aforementioned prices are calculated ex works, net of taxes and discounts. These prices do not include the packaging's costs, shipping and handling from Tauring to the Customer. The Customer should support these costs separately.

4.2 Tauring will maintain the Products ownership until the complete payment of the same. The Customer shall fulfil all obligations required by local laws in order to make valid and enforceable against all third parties this clause of retention of title even operating the inscription any appropriate register, where locally required.

4.3 Tauring reserves the right to unilaterally change, without notice and with immediate effect, the prices indicated in the Price List in cases where the adjustment is due to circumstances that are beyond Tauring's control (by way of example: an increase in the raw materials price and labour costs or changes in exchange rates). In all other cases, the change is communicated to the Customer and will take effect on all orders received by Tauring from 30th (thirtieth) day following the date on which the changes were notified to the Customer.

5) Delivery Terms

5.1 Except as may be otherwise agreed in writing between the parties, Tauring deliver the goods ex works, as such term is defined in the INCOTERMS published by the International Chamber of Commerce in their latest version in effect at the time of delivery. If required, Tauring will transport the products at risk, costs and expenses of the Customer.

5.2 The delivery will take place within the period stated and accepted in the order confirmation or, if the term was not indicated in the order confirmation, within 60 (sixty) days from the first working day following the confirmation of a single Order. The delivery terms are indicative and are not essential terms in accordance with Article 1457 of Italian Civil Code and, in any case, not include the duration of transport.

5.3 Except as provided in the previous point 5.2 Tauring will not be held liable for delays or failure to deliver attributable to circumstances that are beyond its control, which by way of example and without limitation:

a) inadequate specifications or inaccuracies or delays in the transmission of informations/datas necessities for the shipment by the Customer to Tauring;

b) difficulties in obtaining raw materials procurement;

c) manufacturing problems or in the orders planning;

d) total or partial strikes, power failure, natural disasters, measures imposed by public authorities, difficulties in transportation, force majeure, riots, terrorist attacks and all the other due to force majeure;
e) delays by the shipping company.

5.4 The occurrence of some of the events listed above will not entitle the Customer to claim compensation for damages or any kind of reimbursement.

6) Transport

6.1 Except as may be otherwise agreed in writing between the parties, the transport will take place at the expense and risk of the Customer. In the event that Tauring, in accordance with the previous point 5.1, is required to deal with the Products transport, Tauring will choose the transport means that considers most appropriate in the absence of specific instructions from the Customer.

7) Payments

7.1 Unless otherwise agreed between the parties, Tauring, at its discretion, issue the invoices at the Order or at Products delivery.

7.2 Payments must be made in Euros and within the period specified in the day when the invoice was issued.

7.3 Non-payment within the agreed time will entitle Tauring to ask the Customer to pay interests at the rate established by Italian Legislative Decree n. 231/02.

7.4 Non-payment or delay in payment exceeding 30 (thirty) days will give Tauring the right to suspend the Products delivery and solve every single sale subscribed. The suspension of the delivery or the resolution of the sales will not give the Customer the right to claim any damages.

7.5 Any claim relating to the Products and/or the delivery of the same shall in no case justify the suspension or delay in payment.

8) Tests

8.1 All products are tested at Tauring premises before shipment.

8.2 Any other tests, interventions or instructions provided by the Tauring's technicians at the Customer will be charged to the latter, unless otherwise agreed. This charge will include the cost of the trip, the stay (accommodation and meals) as well as the hours spent on the trip itself and performance to the rates in effect at time of the intervention, unless otherwise agreed between the parties.

8.3 The materials for the tests that will take place at Tauring shall be sent by the Customer free of all expenses, including customs clearance.

8.4 The price of the special equipments to improve the Products working, built for this purpose on Customer's request, plus the working hours spent for testing the same will be charged to the Customer.

8.5 If, during testing, may become necessary supplementary equipment (not listed or not considered in the Order) for a better Products functioning or to get the best performance results, Tauring will manufacture what is necessary and each material and labour costs will be charged to the Customer prior notice.

9) Services

9.1 If the Customer requires it, Tauring is available to make additional training in the use and programming or to execute programs of work cycles with templating, in presence of the customer's staff. This service, if not quoted in the order will be charged in the final balance.

10) Non-compliance

10.1 Any discrepancy between the Products delivered to the Customer with respect to the type and quantity specified in the Order must be reported in writing to Tauring within 8 (eight) days from the date of delivery. If the complaint is not notified within the previously mentioned period, the Products delivered will be considered in compliance with those ordered by the Customer.

11) Warranty

11.1 Unless otherwise agreed between the parties, Tauring ensures that the Products are free from defects/faults (with the exception of those parts that are not produced by Tauring) for a period of 12 (twelve) months from the date of delivery to the Customer.

11.2 The warranty will not operate with respect to those products whose defects are due to

a) damages caused during transport;

b) negligent use or improper of the same;

c) non-observance of Tauring's instructions regarding the operation, maintenance and conservation of products;

d) use of rolls, equipments and/or accessories not authorized in writing by Tauring;

e) reparations or modifications made by the Customer or third parties without prior written authorization of Tauring.

11.3 On condition that the Customer complaint is covered by the warranty and notified in the terms set out in this article, Tauring will, at its discretion, send, replace, repair each Product or part of this that present faults or defects in respect of time required for such operation.

11.4 If the repair or replacement takes place at the customer with Tauring's staff, the customer will be charged all the costs of the trip (means of transport, accommodation, meals and hours of travel).

11.5 At Tauring's discretion, if the replacement or reparation at the Customer proves impractical and/or expensive, the Customer must provide at its expense of sending the Product to Tauring's premises, or anywhere else that Tauring will indicate .

11.6 The Customer shall report in writing to Tauring, using the Complaint Form available on the website, or the paper form by asking it to the Customer Care, the defects presence within 8 (eight) days of Products delivery, if they are obvious vices/defects, or within five (5) days of discovery in the case of hidden defects or undetectable by a person of average diligence.

11.7 The Products subject of a complaint must be immediately sent to Tauring's premises, or anywhere else that it will indicate from time to time, costs and expenses are at Customer charge unless otherwise agreed between the parties, in order to allow Tauring to carry out the necessary checks.

11.8 In any case, the Customer cannot have recourse to warranty rights towards Tauring, if the price of the Products has not been paid to the conditions and terms agreed, even if the non-payment refers to others Products than those for which the Customer intends assert the warranty.

11.9 Tauring does not guarantee the conformity of products to the rules and regulations of countries which are outside or do not belong to the European Union.

11.10 Without prejudice to what is stated in the previous point 11.3 and except in case of malice or serious misconduct, Tauring will not be liable for any damages incurred and/or connected to the Products defects. In any case, Tauring will not be liable for any indirect or consequential damages of any kind, such as, for example, losses resulting from inactivity or the loss of income.

11.11 In the event that an identical defect in a Product recourse repeatedly and is due to the same cause during the period of twelve (12) months after the Products delivery to the Customer, Tauring will refund, within the limits set forth in the following point 11.12. Provided that the Customer has committed to reasonably limit losses that it might suffer Tauring.

11.12 In any case, the Customer's right to compensation for damages will be limited to a maximum amount equal to the defectives Products value.

12) Intellectual Property Rights

12.1 The Intellectual Property Rights are totally and exclusive ownership of Tauring and their communication or use in the scope of these Terms of Sale do not create, in relation to them, any right or claim by the Customer. The Customer agrees not to take any action inconsistent with the ownership of Intellectual Property Rights

12.2 The Customer declares that:

- a) Tauring is the exclusive owner of the Brands Tauring® and SAF®;
- b) will refrain from using or registering similar brands and/or confusingly with the Brands;
- c) will use the Brands only in accordance with the instructions of Tauring and exclusively for the purposes set forth in these Terms of Sale.

13) Express Termination Clause

13.1 Tauring may terminate, in accordance with the Article 1456 of the Italian Civil Code, at any time by written notice to the Customer, the single Sale in the event of non-fulfillment with the obligations laid down in points 4 (Products Prices); 7 (Payments); 12 (Intellectual Property Rights).

14) Change in the Customer's Property Conditions

14.1 Tauring will be entitled to suspend the fulfillment of the obligations arising from the Products Sale, according to Article 1461 of the Italian Civil Code, in the event that the Customer's Property Conditions would become such as to place seriously endanger the achievement of any compensating equivalent, unless if sufficient guarantees are given.

15) Legal Residence, Applicable Law and Jurisdiction

15.1 Tauring is legally resident at its main office.

15.2 The Terms of Sale and each sale will be regulated and interpreted in accordance with the Italian law at exclusion of the 1980's Vienna Convention on the international sale contracts of mobile goods.

15.3 All disputes arising out of or related to these Terms of Sale and/or any sale will be subject to the exclusive jurisdiction of the Turin Court (Italy).

15.4 Except as stipulated in the previous point 15.3, Tauring reserves the right, when promoter of a legal action, to bring such proceeding in the residence place of the Customer, in Italy or abroad.