

CONDITIONS OF SALE

The supply of materials carried out by E.B.I. GROUP S.p.A. and by Companies connected to it, are governed exclusively by the following terms and conditions of sale; any term or condition established by the customer shall be null and without effect in our concerns if the same has not previously been accepted by us in written form.

1. ORDERS

Any order resulting from a tender, must reach us until the deadline indicated on the offer and in the absence of an explicit indication of that period, within thirty days from the date of the offer; it's our faculty to consider our offer not valid, once passed these terms. The orders are always firm and binding for the client. Any changes and/or cancellations of orders sent, shall be requested by the customer always and only in written forms and will be accepted by us only in the case where it is not a matter of special material and only if the manufacturer of goods accepted a similar request from our side. Additionally, possibly, we reserve to supply products in different executions from those contained in the catalogs, price-lists, etc. and reported on the orders of the client (eg. bearings with massive cage rather than printed, etc.), executions that, however, don't change functional characteristics; desiring to receive a determined execution, you have to make an explicit request to which it will follow an our special approval.

We don't accept any type of penalty related to orders we received.

2. TERMS OF DELIVERY

The delivery terms are not exhaustive but indicative and are always "barring unforeseen circumstances": it means that while coming respected from us as far as possible, are always and only indicative, since we in turn rely on delivery terms time to time notified by the producer. In addition, without being obliged to pay any compensation, we reserve the right to extend the period of delivery and/or to cancel the order in case of force majeure and/or non-compliance with contractual's conditions by the client.

3. PRICES

The prices disclosed by us, with verbal or written offers, are always for goods delivered ex works our storage, packaging and transport excluded; we also reserve faculty to change them if, at the moment of delivery, we were forced to change them as a result of price's variation imposed by manufacturers.

4. SHIPPING

Delivery is taken place to our warehouses, during the transfer of the material directly to the customer or to the carrier, regardless of whether the latter is chosen by us or by the customer; shipments are always carried out on behalf of the customer and at his own risk and danger, even when is granted the "free delivered". If the client has not given instructions regarding the shipment of the goods or has failed promptly to his retirement, the same will be filed at our warehouses at the expense of the buyer and without our liability for its preservation.

5. DISPUTES

Claims for possible manumissions or shortages of materials should always be presented to the carrier by the receiver. The recipient must report defects within eight days of receipt and those hidden within eight days of their discovery. The complaint will never give rise to cancellation or reduction of the order by client, much less to pay compensation of any kind on our part. The complaint won't be accepted in any way if the pieces in dispute have been tampered or repaired or mounted.

Any dispute relating to products in transit or already shipped or in the possession of the buyer, this is not free from the obligation to withdraw the entire quantity ordered, and, in any case, from making payment on the due date.

6. PAYMENTS

Payments must be made with the rules set out in the order. After the agreed period for payment, without the right to demand payment, we'll calculate **on our credit default interest the amount of which is determined in accordance with the provisions in force concerning the DL 231/02.**

In addition, in the event of late or non-payment by the buyer, we may suspend delivery of the goods still on order, or cancel the remainder of the order, giving notice to the buyer which shall not be entitled to any compensation or compensation of any kind, except, instead, each our other rights.

7. RETURNS

Every good's return must be previously agreed with our Sales Office, even in case of our wrong delivery and could be accepted only if the material and its packaging will be perfectly intact. In case of goods regularly managed by us to store, the refund for incorrectly ordered by the customer took place after billing, result in a charge of 15% of the invoice value.

In case of special material, specially ordered, the return will not be accepted in any way.

8. RESPONSIBILITY

We assume no liability for damages resulting from problems of any kind occur during the use of the products we commercialized, whether they are recognized as defective or not, even in the event that we had designed its application. Also, do not accept any responsibility for the receipt of drawings (including underlying patents) sent from the client to the specific of material to be ordered.

9. EXCEPTIONS

Any derogation or variation of these general conditions of sale must be explicitly confirmed and accepted in written form by the contracting parties.

10. LEGAL ADDRESS AND JURISDICTION

Our legal domicile was elected at the headquarters of Sommacampagna (VR), Via della Tecnica 24, and for each dispute, the competent court is the Verona once, with the exclusion of any other.

These general conditions of sale are considered tacitly and integrally accepted by the client with the mere fact of ordering.