



GENERAL CONDITIONS OF SALE

1) ORDERS: All orders for standard and made-to-order items are accepted upon our conditions of sale even if differently specified on the order, unless confirmed in writing by POGGI spa. The ordered quantities are shipped in accordance with our min. shipping amounts or packing multiples, already entered in the computer system and therefore compulsory. Orders for made-to-order articles are always binding for the Buyer. Once the machining is started, we will not accept any order cancellation or reduction, unless the Buyer pays for all costs of the material and of the machining up to the moment of the suspension. The delivered quantity of made-to-order items (parts finished according to drawing or items not included in the price-list) can vary of $\pm 5\%$ with respect to the ordered quantity.

2) PRICES: All prices are in €, VAT excluded, and refer to unit (unless otherwise stated) for goods delivered ex works, packing excluded. The prices of the standard products are those in effect at the time of the shipment. If increases of the list prices should occur during the carrying out of an order, the goods in backorder will be delivered at the new conditions, unless we receive a timely further notice.

3) DELIVERY TIMES: They are given and intended as an estimate only and they are never binding. POGGI spa shall not pay any kind of indemnity for possible delays. The Buyer, in any case, is obliged to collect the made-to-order items.

4) LIABILITY: Shipments are always to the account of the Buyer and travel at its own risk. POGGI's liability ceases when delivery is made to the transportation company, either it is chosen by our Company or by the Buyer. POGGI spa shall be under no liability for delays, losses, thefts, robberies or damages occurred to the shipment after its delivery to the carrier. The Buyer must handle all claims with the carrier. The Company POGGI spa is not liable for any possible damage caused by the use of its products, even if defective.

5) PROPERTY: All delivered goods remain property of the Company POGGI spa until the payment in full of the invoices.

6) PACKING: In order to make the calculation easier and to determine the packing cost beforehand, it will be charged on the invoice as a 1% of the goods net amount and it is non-returnable. Seaworthy packing, if required, will be charged at cost.

7) WARRANTY: The Company POGGI spa undertakes to repair or replace free of charge the parts they acknowledge as defective. The goods in question must be returned to POGGI spa free of all expenses. The warranty is not valid when the parts returned as defective have been unduly altered. Any repair action of defective parts made by the Buyer will be acknowledged only if authorized. POGGI spa shall not be liable for the misuse of the delivered products.

8) RETURNS OF GOODS: Returns of goods are not accepted, unless authorized by POGGI spa. Should it so happen, the goods must arrive in very good conditions, accompanied by a delivery note showing the number of our sale document and free of all expenses. The Company POGGI spa, once established the conformity and the integrity of the returned material, will issue a credit note for the invoice price of the goods less 25% as service charge for re-inspection and handling.

9) CLAIMS: All claims for any reason must be received within 8 days from the receipt of the goods by the Buyer. No claims for telephone orders will be accepted as we are not liable for any possible misunderstanding.

10) PAYMENTS: In case of past due payments, POGGI spa will issue a debit note for interests equivalent to the official rate applied by European Central Bank plus 7 points, according to art.5 decree 9 October 2002, N.231. Due to book-keeping reasons, rounded figures and payments by cheque cannot be accepted. In case of past due payment, the Company POGGI spa will suspend the delivery of outstanding orders and will reserve the right to require the payment in advance of any backorder.

11) TRADEMARK: The trademark, the name, the photographs, the drawings and the graphics of the catalogues shall not be used without the prior written consent of POGGI spa. The trademark and the name POGGI spa, both registered, must be perfectly reproduced.

12) COURT OF JUSTICE: For any dispute, the place of jurisdiction is Bologna, Italy.

POGGI® trasmissioni meccaniche s.p.a.
Managing Direction