



GENERAL TERMS AND CONDITIONS OF SALE

INTRODUCTION – The supplied goods include all what is set out in SCHUNK CARBON TECHNOLOGY S.r.l. (hereafter called Supplier) Order Confirmation only, and they are solely regulated by the present general terms and conditions, unless any eventual derogation was previously agreed in writing.

In case agreed terms and conditions of payment include an advanced payment at order placing, the Supplier is entitled to suspend the Contract and/or to delay delivery, until paid.

Delivery could be also suspended in case of changes in the Buyer financial position, according to Art. 1461, Italian Civil Code.

PRICES – Prices listed in the Order Confirmation could be subjected to changes even before delivery, in case of raw materials and/or products costs increase, or according to special production or market conditions. Not mentioned charges (taxes, duties, stamp duties) are not included in the prices.

PAYMENT TERMS AND CONDITIONS - Payment shall be made, unless otherwise agreed in writing, at the domicile of the Supplier Company, and it is due in full under the terms of credit agreed and stated in the Order Confirmation.

For no reason the Buyer shall feel entitled to delay payments after the agreed terms. In case of delayed payment, the Buyer could be liable to payment (to the Supplier) of a minimum interest per year, 5% higher than the official discount rate. The Supplier shall calculate this charge as fully agreed and without need of placing in default.

In case of delayed payment, the Supplier is however entitled to issue a bank draft with relative charges.

OWNERSHIP RESERVE – The Supplier is owner of the supplied goods up to the complete payment of the whole supply, and therefore the Buyer shall not adjust the supplied goods, give them in pawn or transfer them elsewhere.

In case the contract is cancelled for Buyer default, the already issued payments in advance will be kept by the Supplier as compensation, excluding provisions of Art. 1526, Italian Civil Code.

DELIVERIES – Delivery terms for the goods to be supplied are those stated in the Order Confirmation. However, dates are just stated as an indication and are subject to production and dispatch capacity of the Supplier.

The Supplier is entitled to deliver goods with a 5% tolerance (exceeding or lacking) on the ordered amount.

PACKAGES – Costs for packages in cardboard, wood or special packages will be debt in the goods invoice.

TRANSPORT – The goods are sold FOB Magenta, and delivered at Buyer's costs, risk and danger. Any eventual claim shall be raised within eight working days from goods receipt (Art. 1945, Italian Civil Code). The Buyer is never allowed to resend the goods to the Supplier, unless they receive written authorisation from the Supplier itself.

INVOICING – Invoices will be issued according to the laws in force, to the information written in the order, and to the details on Order Confirmation. The Buyer is responsible for any eventual charge or penalty arisen because of wrong or missing details.

RESPONSIBILITY – We take over the responsibility for failures found on our own products only, and we do not take over responsibilities for any eventual damage arisen.

CONDITION OF EXPORT - Shipments and services under contract will be carried out in compliance with the seller's national regulations and in compliance with the export/import regulations of the receiving country, both in the EU and outside the EU. The buyer undertakes to give the Supplier all necessary information and indications of the regulations in force concerning export controls, dual use and embargoes. Any delays in import/export operations and authorization procedures will not be chargeable to the Supplier, even if they result in the postponement of deliveries or established deadlines; no claim for damages will be actionable in this case.

Lack of licensing of certain goods shall result in the non-conclusion of the contract with respect to such goods and the purchaser shall not be entitled in such case to make any claim for damages.

All import/export costs shall be borne by the buyer.

CONFIDENTIALITY - The Parties undertake to keep secret and confidential the commercial, industrial, productive and organizational information of which they will become aware during the supply contract and also undertake not to disseminate or use such information for any cause or reason.

TREATMENT OF PERSONAL DATA - The Parties declare to be aware of the regulations on the treatment of personal and sensitive data as dictated by the EU Regulation 2016/679 and to grant each other mutual consent for the treatment of such data.

CONCERNED COURT – Judicial court of Milan is competent for any eventual dispute arising during the execution of the contract.