



T-Trade Group
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GENERAL CONDITIONS OF SALE

1. PREAMBLE

These General Conditions are applicable, except in the case in which it is modified by a specific agreement, accepted in writing by both parties.

2. FORMATION OF THE CONTRACT

This order proposal for the purposes of art. 1329 of the Italian Civil Code is irrevocable and unchangeable by the Principal for the duration of 60 (sixty) days from its conferment, and is subject to the acceptance of Transfer Trade S.r.l. The latter will be free to accept or reject it within the aforementioned term. The proposal is considered accepted with the dispatch to the Principal of a written acceptance, as well as with the execution of the contract and with the delivery of the goods to the carrier, without the need for express prior communication.

3. PACKAGING

Unless otherwise specified, the prices indicated in the price lists and catalogs include those of the packaging or means of protection necessary to avoid damage or deterioration to the materials, under normal conditions of transport, for the destination established in the contract.

4. DELIVERY

4.1. Unless otherwise explicitly agreed, the delivery period starts:

a) From the date of completion of the contract as defined in art. 2.

4.2. The delivery terms, calculated in working days, are by law adequately and reasonably extended due to events not attributable to Transfer Trade srl, such as, by way of example, strikes, lockouts, fires, floods, waste of material and processing, delayed deliveries by suppliers, lack of motive power, lack of means of transport, restrictions on the use of energy or other causes of force majeure, of the third party or facts attributable to the Principal.

4.3. In the event of a delay in delivery for reasons other than those referred to in point 4.2 above, the Principal may not request termination of the contract, without prior notice to fulfillment carried out by means of an AR, with the granting of a minimum deadline for fulfillment. 90 days.

4.4. Should the guarantees of solvency or commercial correctness on the part of the Principal fail, Transfer Trade s.r.l. has the right to suspend or cancel, at its sole discretion, orders in progress, even if confirmed. By way of example, it is understood that the solvency guarantees cease to exist when the Principal has registered even a single protest of a security (bill of exchange, draft, money order), also against third parties. And this without the Principal being able to claim damages of any kind.

5. TRANSFER OF RISK

5.1. The asset is sold "ex works" and therefore with delivery of the same in the Transfer Trade s.r.l. factory, in Falconara Marittima (AN), Via del Consorzio 2.



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5.2. The transfer of the transport risk to the Principal will therefore take place with the delivery of the goods to the first carrier or forwarder.

5.3. Any affixing in the contract of the "free at destination" clause or other equivalent will not be valid as an exception to the regulations referred to in paragraph II of art. 1510 c.c., affecting the same only on transport costs.

6. PAYMENTS

6.1. The payments of the prices referred to in art. 14 must be carried out in the manner and at the agreed deadline or deadlines, and in any case at the domicile of Transfer Trade s.r.l. Payments made to agents, representatives or salesmen are not recognized, even by means of bills or drafts, unless previously authorized in writing.

6.2. If the Principal is late in making any payment, Transfer Trade s.r.l. may suspend the fulfillment of its obligations until such payment is made, or may terminate this contract, upon notice to be sent to the Principal by registered letter with return receipt with fifteen days' notice.

6.3. In case of payment in installments, failure to pay even one of the agreed installments, if it exceeds the eighth part of the price, will make the Principal forfeit the benefit of the term pursuant to art. 1525 of the Italian Civil Code and will allow Transfer Trade s.r.l., at its discretion, to terminate the sales contract. In this case, Transfer Trade s.r.l. may withhold the installments paid by way of indemnity, except for greater damage.

7. RESERVE OF OWNERSHIP

7.1. This Agreement is understood to be made subject to the reservation of ownership of the Asset by Transfer Trade srl, until the full payment of the price, in the event that payment by installments is agreed. Therefore, if the delivery of the goods was made before the payment of the entire sum due under the contract, the delivered goods remain the property of Transfer Trade s.r.l. until full payment has been made. Until the transfer of ownership of the asset, the Principal will not be able to sell the asset or otherwise dispose of it without the consent of Transfer Trade srl.

7.2. During the aforementioned period, the good / goods object of the supply can be claimed by Transfer Trade s.r.l., wherever they are, even if combined or incorporated in goods owned by the customer.

7.3. The hedging of the price with bank checks, bills of exchange, drafts or bank transfers does not constitute payment unless they are successful and does not in any way produce novation of the original credit and even less any prejudice to the retention of title agreement.

7.4. Failure to pay, even for one or more installments, for an amount exceeding the eighth part of the price, will result in the termination of the contract. In this case, Transfer Trade srl may withhold what has already been collected as an indemnity, subject to proof of greater damage.

7.5. Transfer Trade srl, having delivered the goods under a reserved title agreement (in the case of installment sales), reserves the right at any time, if in its opinion necessary, to request



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from the Principal everything necessary (signature authentication, etc.) to to be able to transcribe also the reserved domain, without the client being able to object.

8. FEATURES

Transfer Trade s.r.l. reserves the right to make technical changes to the machinery sold, if deemed functional for its best use, without the need for prior communication. The operating data, weight, speed, consumption, performance, power, capacity, referring to drawings, brochures, price lists and estimates, are however intended to be approximate, not binding and subject to use tolerances.

9. ASSEMBLY

Unless otherwise agreed, the assembly of the goods / machinery is not included in the price as it is a separate obligation from the sale. Where Transfer Trade s.r.l. proceeding, it will be followed by its own specialized personnel or by the seller in charge (on behalf and at the expense of the Principal).

The assembly costs will be reimbursed by the Principal, at the choice of Transfer Trade srl, either in advance or upon presentation of the invoice; and this regardless of the methods envisaged for the payment of the price. It is acknowledged that the “flat rate” assembly includes travel expenses (round trip), accommodation and service expenses (limited to normal working hours) of the specialized personnel.

10. TESTING

10.1. If the testing of the machinery is foreseen, this implies the final acceptance of the supply. If the same does not occur within 15 days from the delivery date, the machine is considered accepted.

10.2. The acceptance tests are carried out in the Transfer Trade s.r.l. plants, unless otherwise agreed.

10.3. If the technical specifications for the tests are not specified in the contract, the tests will be carried out according to the systems generally used in the branch of industry concerned.

10.4. Transfer Trade s.r.l. must notify the Principal of the tests, giving him a sufficient time to allow the representatives of the latter to be present. If the Principal does not be represented at the tests, Transfer Trade s.r.l. will send the bulletin (the certificate of successful acceptance) of the tests, of which the buyer will not be able to contest the accuracy.

10.5. If in the course of a test (other than the test on the place of installation, if it is provided for in the contract) the object of the supply is recognized as defective or not in conformity with the contract, Transfer Trade srl will have to remedy the defect, or take steps to ensure that the material meets the contractual clauses.

10.6. If the contract provides for tests at the installation site, the terms and conditions governing these tests are those that are explicitly agreed between the parties.

11. WARRANTY



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11.1. Transfer Trade s.r.l. ensures the warranty for hidden and unrecognizable defects at the time of testing for a period of 1 year from the date of delivery of the machine sold. Defects, under penalty of forfeiture of the guarantee, must be reported in writing within eight (8) days of their discovery.

11.2. The guarantee consists in the obligation of Transfer Trade s.r.l. to repair or replace, at no cost to the Principal, the parts or materials that are defective in terms of construction or workmanship; this without, however, being required to pay compensation for direct or indirect damages (or reimbursement of expenses) of any nature or kind, since the agreed price is in proportion to the guarantee granted.

11.3. The parts to be repaired or supplied from scratch must be sent to the Transfer Trade s.r.l. at the expense of the Principal; those repaired or supplied from scratch are delivered ex works of the latter within twenty (20) days of receipt of the new material; after this deadline, if not returned, they will be billed as new.

11.4. Transfer Trade s.r.l. reserves the right, in case of failures occurring during the warranty period, to have the machinery, or parts of it, transferred to its factory or to another repairer of its choice, remaining the relative transport costs to be borne by the Principal and without the latter being able to oppose or claim damages of any kind.

11.5. At the request of the Transfer Trade s.r.l. for repairs to be carried out during the warranty period on the Principal's site, the Principal must provide the unskilled personnel at his own expense, also providing any other assistance that may be necessary free of charge.

11.6. The Principal loses the right to the guarantee if he does not observe, even for once, the payment conditions or, when he carries out or has him assembled, replaced, repaired or modified without prior communication and authorization from Transfer Trade s.r.l. The Principal also loses the guarantee whenever the failures are caused by the Principal himself, his employees, or third parties appointed by the same (e.g. bad installation, inexperience or negligence in the conduct of the machinery, incorrect use, overload, poor or deficient maintenance, as well as due to force majeure) or third parties.

Likewise, the guarantee is not due for all those parts which due to their nature and use are subject to normal wear or inevitable deterioration.

11.7. The warranty applies only to new machinery.

11.8. The maintenance of the machinery is the responsibility of the Principal.

11.9. Transfer Trade s.r.l. declines any responsibility for any event of damage that occurs outside the warranty obligations as specified above. In particular, Transfer Trade s.r.l. declines all responsibility for indirect damage to persons and / or property owned by the Principal even if connected with what is supplied.

12. COMPLAINTS

Complaints for goods that do not correspond to the order, as well as for defective ones, must be sent by registered letter within eight days of receipt of the goods or the discovery of the defect if this is hidden, specifying the discrepancy or the defect itself. Without prejudice to the right of guarantee for reported defects, any right to request either the termination of the contract or the reduction of the price and not even the compensation for damages or the



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reimbursement of any expenses incurred for any reason is excluded, in the event that Transfer Trade s.r.l. has carried out the repairs and / or replacements referred to in point 11 above.

13. PROHIBITION OF EXCEPTION OF NON-PERFORMANCE AND ACTION

The Principal will not be able to propose actions, exceptions or complaints against Transfer Trade s.r.l. unless after having made full payment of the entire price of the goods as indicated on the invoice and, therefore, will not be able for any reason to delay or suspend payments, even if disputes or complaints have arisen, nor can he initiate judicial actions against the Transfer Trade srl, if it has not previously paid off its debt.

14. PRICES. PRICE REVIEW

14.1. The prices are those resulting from the price lists of Transfer Trade s.r.l. in force at the time of receipt of the order.

14.2. Should increases in production costs occur from order to delivery, Transfer Trade s.r.l. reserves the right to cancel the contract or proceed with a price revision previously agreed on the basis of the increase found. It also reserves the right to make changes or increases to its sales price list for the future.

15. RETURN

In the event that the delivery ex works is agreed, it is understood that Transfer Trade s.r.l. is committed to transporting the goods only up to the place where the means used by the same for transport can access without any difficulty and danger. However, both the unloading of the means of transport and the definitive positioning of the machinery for assembly are always the responsibility of the Principal.

16. APPLICABLE LAW

This contract is subject to Italian law.

17. DISPUTE RESOLUTION

17.1. For any dispute deriving from this contract or connected to it, the Court of the administrative and operational headquarters of Ancona, of Transfer Trade s.r.l., will be exclusively competent.

17.2. However, notwithstanding the above, Transfer Trade s.r.l. however, it has the right to bring the dispute before the competent judge at the Principal's Headquarters.

18. ESSENTIAL CLAUSES

The Principal acknowledges that all the conditions of sale established here are essential and indispensable for Transfer Trade s.r.l. which, even in the absence of only one of them, would not have concluded the contract.



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