

UNIGOMMA GENERAL SALES TERMS:

- 1) **ORDERS** oral or formal written offers are not binding for the vendor. the orders received by the vendor and the contracts stipulated with sales agents or sales representatives are to be considered accepted only if the vendor confirms them in written forms.
- 2) **PRICES** Unless otherwise specified, the prices applied are the ones valid at the date of delivery or dispatch of the goods and these prices are always to be intended ex-works with packaging to be paid by the buyer.
- 3) **DELIVERY** the delivery terms are indicative and are not binding for the vendor . The vendor is not bound to pay out any sort of compensation for direct or indirect damages due to delays in delivery or due to interrupted, partial or complete supply.
- 4) **TRANSPORT** The goods, even in case of special agreements , supplied ex-works, are always transported at risk of the buyer . Unless otherwise specified , the delivery is always carried out on the way and by the mean of transport we consider the cheapest.
- 5) **PACKAGING** Unless otherwise specified, the type of packaging is always chosen by the vendor. The packaging is invoiced at cost and is not to be returned. The packaging is carefully prepared by us thanks to the experience of thousands of deliveries : therefore we cannot accept any claim for damages on goods for not sufficient strength of the packaging.
- 6) **TYPE APPROVAL** the materials are regularly checked and approved by our labs before being dispatched . Should an official approval be required. It has always to be performed at our premises . If the goods have to be exceptionally approved at the buyer's premises or somewhere else, our personnel has to be present and we will be compensated for the cost related to the task of the tester.
- 7) **PAYMENT** Unless otherwise specified , the payment is to be made "cash on delivery" or before the dispatch of the goods, uniquely to be directed to our main administration office in Villongo. The payment is to be carried out according to the agreements reached even if the arrival of the goods is delayed , if they are damaged or in case of partial or total loss during the transport. The payment is to be carried out even if the goods are ready to be dispatched at the vendor's premises but they are not collected. In case of delayed payment, the buyer is bound to pay for an annual interest, which is 4% higher than the official discount rate.
- 8) **ORDER SUNSPENSION** If one of the sales terms is not respected (even partially), if the company name , the Constitution, or the purchasing power of the customer are modified , if the buyer has some difficulties in payments also with third parts , the vendor has the faculty of reducing its exposition to the buyer. This could also happen if the market conditions changed, or if particular facts influenced the normal activity of the vendor.
- 9) **TOLERANCES** According to the needs of the vendor , the tolerances are always to be admitted both for finished products and for single components.
- 10) **COMPLAINTS** Possible complaints concerning quantity or typology of the supplied goods are to be issued and sent to the vendor within 30 days from receipt of the goods. Possible complaints concerning the quality of the goods are to be sent to the vendor within 8 days after the identification of the claimed defects. Possible complaints concerning a single delivery do not dispense the buyer with collecting the remaining goods within the limits of the order and the commitment.

11) RESPONSIBILITY AND RESERVES The vendor is not responsible for use of the supplied goods and no compensation can be required .

12) COMPETENCE The legal authority in Bergamo is the sole responsible for any legal action or complaint. With the acceptance of these terms the buyer renounces the own possible general terms , both considered separately and as a whole.

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