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5.3 GENERAL TERMS OF SALE

5.3.1 Application of the terms.

Terms described in the present document rule all the relationships between the Tekel Instruments S.r.l. (following "TEKEL") and Customer; all the previous Conditions between Customer and TEKEL, relatively to the products supplied, are cancelled and replaced by the following ones. No exceptions or modifications to the present Conditions are allowed, unless specifically authorized, in written form, by the Managing Director or General Manager of TEKEL.

5.3.2 Limitations for using Tekel products and allowances

Tekel declares that encoders, object of sales contracts, are linear or angular position transducer whose employment must be exclusively **for monitoring and/or regulation of ring system actuator-control-transducer**. It is not allowed use for protection and/or support of human life, use connected with any nuclear material or other purpose where, the malfunctioning of a TEKEL product, can cause damages for life, body and/or health of human beings or losses of huge and unusual amounts of money. In the event in which Customer should use or resell the product purchased from TEKEL for one or more of the above listed purposes, He does it at his exclusive own risk and danger with any consequent responsibility. In case of non-respect of what above reported, therefore, Customer will have to leave TEKEL out from all the direct or indirect damages, costs and responsibilities that could come from the use of TEKEL products in violation of the present clause

5.3.3 Prices

All the prices of the products supplied are ex works Tekel Instruments, on the basis of price list valid at the moment of order receipt, except for eventual agreement occurred during sale's contract stipulation and specifically accepted in written form by TEKEL.

5.3.4 Contract stipulation

TEKEL offer does not constitute proposal of Contract to the sense of article 1326 of Italian Civil Code and could not be in any case of obligation for TEKEL, but has only the task of informing about the availability of supplying products at the sales conditions indicated on the offer itself, which is subjected to any successive change.

Eventual information or data on features and/or technical specifications of the products, contained in catalogue or similar documents, will be binding only if expressly confirmed in written form by TEKEL.

All the orders must be sent to TEKEL by post, fax or mail; TEKEL reserves the faculty to accept phone or verbal orders. The orders taken by agents or distributors must be always regularized by TEKEL with Order Confirmation sent by fax or mail. Every clause or special purchase condition reported on Customer order which is not in accordance with TEKEL General Terms of Sale, in force at the moment of contract stipulation, will be considered null and void.

5.3.5 Delivery Terms

TEKEL is, indicatively, able to delivery his products within 15 working days from date of his Order Confirmation. Delivery terms by TEKEL are indicative and not essential: TEKEL could not therefore be considered responsible for damages or any other penalty coming from a delayed delivery.

However TEKEL reserves the right, after consulting with Customer, to carry out partial deliveries with consequent issue of relative Invoices to be paid within the terms agreed in the Order Confirmation.

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TEKEL, as a result of Re-examination of Order received from Customer, will send its Order Confirmation; without a written communication – within 2 working days – all the conditions indicated on the Confirmation sent, are considered tacitly accepted by Customer.

Under no circumstances Customer will have the right to refuse the goods or to demand resolution of the contract for eventual delays in delivery, except for what specifically agreed and consequentially accepted with the Order Confirmation issued by Tekel.

5.3.6 Shipment

Without specific instructions received from Customer, shipment is effected by TEKEL's courier with transport fees charged on invoice. Goods travel to consignee's risk & danger, TEKEL does not answer for miscarriages, delays or damages happened during the transport. All the sales are meant for goods to be shipped exclusively under ex works Incoterms.

Custom duties are only and exclusively at customers' charge

Deliveries could be anytime suspended or interrupted, to the unquestionable judgement of TEKEL, in case the situation or Customer's commercial, financial or economical references do not offer appropriate guarantees to meet the obligations assumed with receipt of TEKEL's Order Confirmation. TEKEL also reserves the faculty to adopt advanced payment procedure, in case of outstanding or unpaid invoices on other supplies.

5.3.7 Packing

Standard packaging is included in the selling price of the product; TEKEL reserves anyway the right of charging, where and when necessary, costs for special packing.

5.3.8 Payment conditions

All the invoices must be paid in compliance with terms established in the Order Confirmation, independently from eventual anomalies come during warranty period and from the need of eventual tests. TEKEL reserves the right to emit banking receipt and/or drafts without this could constitute exception to comma 3) of article 1182 of Italian Civil Code.

Eventual disputes related to the invoices must be transmitted, in written form, within 8 days from Invoice receipt, on the contrary they could not be taken in consideration and invoices will be considered accepted without any reserve.

In case payment terms are not respected, we will proceed as follows:

- Application of interest on delayed or non-payment equal to the European Central Bank Rate increased of 6 points as recognized by Finance and Economy Ministry, except for eventual bigger damages (D.Lgs. n.231/2002)
- The right from TEKEL to suspend or rescind eventual future orders. The non-payment of one single expire will involve the immediate expiration of the term benefit to the sense of article 1186 of Civil Code, TEKEL reserves to ask also for immediate payment cash for the expired invoices and the ones to be still expired
- The immediate suspension of post-sale assistance service.
- No discounts are allowed, unless previously agreed and then reported on the Order Confirmation

Order minimum amount cannot be lower than € 150,00.-

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Customer is not authorized to effect any reduction in established price, even in case of presumed defects of the Products, unless previously agreed by TEKEL in written form.

In case he fears that Customer could not or do not want to pay for the Products at the established date, TEKEL could subordinated delivery of the products to the receipt of reliable payment guarantees.

5.3.9 Examination of the products received and claims for eventual defects.

Eventual claims for goods received which Customer find not correspondent to the ones required with the order, must be communicated to TEKEL, exclusively in written form, within 8 working days from goods' receipt. On the contrary warranty will be lost (as per what established by the article 1495 of Civil Code). Eventual latent defects should be indeed communicated within 8 working days from ascertainment of the same and before warranty expiration. Claims done not in written forms will not have any law or contractual value. Rejected and/or disputed goods should be sent back to TEKEL premises for the necessary controls, in any case, only & exclusively at Customer charge. Action is prescribed within 6 months from ascertainment to the sense of article 1512 of Civil Code.

5.3.10 Warranty on TEKEL's Products

All TEKEL'S encoders are subjected to the inclusion and exclusion foreseen in the Warranty General Terms, available on web site at the following address:

<http://www.tekel.it/PDF/Garanzia.pdf>

5.3.11 Conditions ruling the return of TEKEL's products.

- The return must be agreed with our Post Sales Assistance Service, managed by Commercial Department: units sent back without authorization No., which must be required to the Sales Dept. per fax or mail, won't be accepted;
- Material sent in carriage forward, with no authorization previously agreed with TEKEL, will be rejected;
- With the return of material TEKEL is authorized to remove from the product, where necessary for resetting the functioning, all the parts added by Customer;
- TEKEL do not assume responsibilities for any loss or damage of the returned products, or for those added parts sent back with the product;
- Repair is possible only in our laboratory. Material must be sent back only in free port. Encoders under warranty once repaired, will be sent back to Customer in carriage forward. Risks of the transport are, anyway, at Customer charge.

5.3.12 Copyrights, licences, intellectual property

Products supplied by TEKEL can be subjected to licences, trademark, copyright, or any other right of industrial property. In case of order which includes a software or another intellectual property, this software or intellectual property is supplied by TEKEL to the Customer subordinately to the using and copyright licence, whose conditions are stipulated basing on licence agreements which follow with these software and intellectual properties. Nothing of what included in this clause must be interpreted as acknowledgment of any right or using licence for any software or other intellectual property and/or as authorization to the use of these "additional parts" for a purpose not specifically allowed by this licence agreement.

TEKEL is the owner of copyright related to his catalogue, whose integral or partial reproduction is prohibited if not specifically authorized in written form by TEKEL.

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5.3.13 Jurisdiction and competent Court

The Contract will be disciplined according with Italian laws: the competent Legal Authority in any controversy deriving from orders, which does not find preventive solution in the relationship between TEKEL and its Customers, also as regards draft and/or banking receipt, will be exclusively the one of Turin Court. The United Nations Convention on Contracts for the International Sale of the Assets will not be applied.

5.3.14 Control on resale and exports

All the Products supplied by TEKEL are going to be used exclusively in the Country in which they are delivered, as agreed with Customer. Resell or a different use of the Products, of the relative technology and documentation, are subjected to the norms on export control (law, decrees, directives, decisions, proceedings, etc.) in force in the country of the Customers and of European Union; they should also be subjected to the norms in force, as regards import/export, in the countries out of European Union. It's up to the Customer to get informed about and do things properly in respect of these norms, and, if necessary, do the needful for getting the appropriate import/export or re-export licences.

5.3.15 Suspension or cancellation of the order for acts of God causes.

In case the execution of an order received by TEKEL is hindered or prevented from any cause which goes beyond the reasonable control of TEKEL itself (i.e. strikes, machine damages, fires, explosions, diseases or injuries of personnel, reduction or suspension of electricity, natural disasters/calamities) or from the impossibility to get material, articles or necessary services for the respect of the contract, except that with increased prices, TEKEL could:

- To delay delivery and, in this case, after being informed by TEKEL, Customer itself will have the right to cancel the order with no amount to be deducted by TEKEL
- To cancel, completely or partially the order and will not be considered responsible for the delay or cancellation or for any other case of impossibility in supplying the material.

Therefore, this excludes Tekel Instruments srl from any responsibility for direct or indirect damages.

In any case the resolution of the contract takes place in favour of the contractor whom, before expire of the established term, have offered to the other, in the form of use, the delivery of the thing or payment of the price, if the other part does not meet his obligation.

Resolution takes also place in TEKEL's favour if, at the expire of established delivery term, buyer, whose obligation to pay the price will not be expired, does not retire the thing previously offered, that is, does not accept it. Contractor who wants to make use of the resolution upon foreseen have to inform the other part within 8 days from expire date also per fax or mail; without this communication, will be observed the general disposition of resolution for breach.

5.3.16 Norm on privacy L. 675/96

To the sense of Law 675/96 we would like to precise that Customers personal data will be used in terms to guarantee maximum security and reserve to the sense of what foreseen by D.LG 30.06.2003, N. 196, for purposes strictly connected to the managing of the business relationship and for law obligations, through manual, telematic, informatics instruments. Data treatment is necessary for starting and making the relationship with Customer easier.

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Data could be communicated to persons who practise instrumental functions connected to our activity which are considered fundamental for our operability, such as, for example: banks, forwarding agents, external consultants.

Moreover, personal data will be used also in normal economical activity for promoting our products. Y could exercise rights as per article 13 of law 675/96 with a simple request to be sent to our company.

Owner of this treatment is Tekel Instruments srl – located in Roletto (TO), via Torino 13/1.

5.3.17 TEKEL's Quality Systems (SGQ) and products Conformity

TEKEL certify the conformity of products supplied through following declarations, respectively available on its web site www.tekel.it at following addresses:

CE Marking :	http://www.tekel.it/PDF/Certificati/UL-ATEX_Conformity.pdf
ROHS:	http://www.tekel.it/PDF/Certificati/RoHs_Conformity.pdf
UL508/CSA C22.2	http://www.tekel.it/PDF/Certificati/Certificato%20UL-CSA.pdf
ATEX	http://www.tekel.it/PDF/Certificati/ATEX_Certificato.pdf
UL1203/CSAC22.2 N°30-M1986	http://www.tekel.it/PDF/Certificati/UL_Hazardous_Locations.pdf

Moreover, Tekel Instruments srl declares that its Quality System (SGQ) is in accordance with the international norm ISO9001:2000.

Relative certificate, in the course of validity, is available to be consulted on our web site under following address: http://www.tekel.it/PDF/Certificati/TUV_ISO9001.zip.

All the supplies will be managed in compliance with what established by Tekel Instruments srl Quality System (SGQ).