



**GENERAL
CONDITIONS
OF SALE**

Mod. 72.04

Vers. 3

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1. PREAMBLE

These General Conditions of Sale shall apply expect for express accepted agreement in writing by both parties.

2. FORMATION OF CONTRACT

- 2.1 Any order shall be placed in writing by fax or e-mail.
- 2.2 The Contract shall be considered accepted by the Vendor when, upon receipt of an order, the Vendor sends acceptance of the order in writing to the Purchaser.
- 2.3 Any order shall specify the place where the Product is deemed to be delivered, the type of transport and the article code.
- 2.4 When not specified by the Purchaser at the time of the order, the type of transport shall be chosen by the Vendor without prejudice to the provisions hereinafter.

3. PRICES

The product shall be deemed to be sold ex-works except for express accepted agreement in writing by both parties.

4. DELIVERY

- 4.1 Where no indication of the sale form is given in the Contract, the Product shall be sold "ex-works".
- 4.2 In case of ex-works sale, the risk shall pass from the Vendor to the Purchaser when the Product is placed at the disposal of the Purchaser in accordance with the Contract, provided that the Vendor gives the Purchaser notice of the date on and after which the Purchaser may take delivery of the Product. This notice shall be given in writing.
- 4.3 Otherwise the risk shall be charged accordingly to what stated by Incoterms in force at the time of the conclusion of the Contract.

5. PACKING

- 5.1 O.M.I.S.A. S.R.L. shall place the already packed Product at the disposal of the Purchaser.
- 5.2 Any packing which differ from the standard one used by O.M.I.S.A. S.R.L. shall be expressly required by the Purchaser at the time of the order. Its cost shall be fully charged at the Purchaser.

6. PAYMENT

- 6.1 Payment shall be made in the conditions and terms which are expressly agreed in writing by both parties.
- 6.2 In case delivery is made before receipt of whole payment stated in the Contract the Product shall be considered property of the Vendor until such payment is made, to the extent which is permitted by the law of the country where the Product is situated after delivery. If such law does not allow the Vendor to retain the property of the Product, the Vendor shall be entitled to benefit of other rights in respect thereof as such law permits him to retain.
- 6.3 If case of delay in payment by the Purchaser the Vendor shall be entitled to receive interests on the due sum according to the date on which this sum was due. This has to be given by Vendor in writing within reasonable time.

7. GUARANTEE FOR DEFECTS

- 7.1 Possible defects of the Product shall be reported to the Vendor within 15 (fifteen) days from the delivery date.
- 7.2 In case of defects and/or faults the Product shall be return back in free port within 15 (fifteen) days from the claim as started at the 7.1 previous point and it will be sent back in free port.

8. GUARANTEE

- 8.1 The Vendor undertakes to remedy any defect resulting from faulty design, materials or workmanship.
- 8.2 Unless otherwise specified by express accepted agreement in writing by both parties, the guarantee is limited for 12 (twelve) months starting from the date on which the Purchaser receives notification in writing from the Vendor stating that the Product is ready for despatch from the factory.
- 8.3 The guarantee does not cover defects occurred for:
 - negligence and carelessness in the use of the Product or of any of its single parts;
 - improper or wrong use of the Product or of any of its single parts;
 - tampering of the Product or of any of its single parts by the staff or third parties.

9. APPLICABLE LAW

Unless otherwise agreed, the Contract shall be governed by the law of the Vendor's country.

SIGNATURE FOR ACCEPTANCE: _____

10. JURISDICTION – ARBITRATION CLAUSES

- 10.1 All disputes arising from the present Contract, including those concerning its validity, interpretation, performance and termination, shall be referred to a sole arbitrator according to the International Arbitration Rules of the Chamber of national and International Arbitration of Milan, which the parties declare to know and accept in their entirety.
- 10.2 The sole arbitrator shall decide according to fairness.
- 10.3 The languages of the arbitration shall be Italian and English.

THE CUSTOMER: _____

O.M.I.S.A. S.R.L.